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ABSTRACT

The collective bargaining agreement between Rider College and the Rider College Chapter (295 members) of the American Association of University Professors (AAUP) covering the period September 1, 1982-August 31, 1985 is presented. Items covered in the agreement include: definitions and AAUP recognition; nondiscrimination; affirmative action; academic freedom; union privileges; appointments; faculty voice in academic elements of hiring; promotion and tenure; dismissal and suspension; annual reappointment and nonreappointment of nontenured unit members; department chairs; academic governance; personnel files; layoff; librarians; professional athletic staff; part-time faculty union members and seniority protection for those teaching more than half load; evaluation; past practices; management rights; agency rights; grievance and arbitration procedure; no strikes/lockouts; general work conditions; open classroom; workload; outside employment; patent policy; sick leave; research and enrichment; compensation and fringe benefits; retirement age and retirement benefits; separability; future negotiations; and enforceability. Each school within the university is represented by an academic policy committee composed of faculty and students. These committees are responsible for oversight of degree requirements for each school, procedures regarding academic standing, and course proposal approval. (SW)

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AGREEMENT

1982 - 1985

BETWEEN

RIDER COLLEGE

AND

THE

RIDER COLLEGE CHAPTER OF THE

AMERICAN ASSOCIATION OF

UNIVERSITY PROFESSORS

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THIS AGREEMENT made and entered into as of the 1st day of September, 1982 by and between RIDER COLLEGE (hereinafter sometimes referred to as the "College") and the RIDER COLLEGE CHAPTER of the AMERICAN ASSOCIATION OF UNIVERSITY PROFESSORS (hereinafter sometimes referred to as the "AAUP").

PREAMBLE

The purpose of this Agreement is to provide the members of the bargaining unit and Rider College with a contract which will insure a healthy and viable institution of higher learning, capable of supporting a quality program of teaching, research and public service. This Agreement seeks to maintain educational excellence, facilitate effective faculty participation, assure fair and reasonable conditions of employment, and provide techniques and procedures for the peaceful adjustment of disputes should they arise.

ARTICLE I

RECOGNITION OF UNIT

The College recognizes AAUP as the sole and exclusive bargaining representative of all full-time faculty members; part-time faculty members who are currently teaching at the College and only for the period during which they are teaching; full-time members of the College Library staff with a minimum of a master's degree in library science or tenure as a member of the library staff; regular part-time members of the library staff; and members of the athletic staff with a minimum of a baccalaureate degree, including seasonal athletic staff who have completed one seasonal appointment and are serving a second or subsequent appointment but excluding all other seasonal athletic staff. Also excluded are all officers of the College, Deans, Associate Deans, Assistant Deans, Department Chairpersons, Acting Department Chairpersons, all Assistants to Deans, military personnel serving in the Department of Military Science, the College Librarian, the Associate College Librarian, the Director and Assistant Director of Athletics, and faculty holding visiting rank, with such appointments

being for a period not to exceed one year and reappointment for the subsequent academic year to be as a bargaining unit member, clerical library staff employees, temporary librarians (not to exceed one year of employment), and further excluded are all other employees of the College not specifically referred to herein. Also excluded from the bargaining unit shall be non-teaching personnel whose employment is funded by contract with an outside agency.

ARTICLE II

NON-DISCRIMINATION

There shall be no discrimination against any bargaining unit member or against any applicant for employment by reasons of race, creed, marital status, color, age, sex, religion, national origin, citizenship, relationship with any other persons employed by the College, membership in or activity on behalf of AAUP except as provided in Article XX, "Agency Rights," or use of the grievance procedure. Wherever a male pronoun is used in this Agreement, it shall be deemed to refer to the female gender as well, as the context may require.

ARTICLE III

AFFIRMATIVE ACTION

A. There shall be a standing Affirmative Action Committee, comprised of six members, with three members representing the College and three members representing the AAUP.

The Committee's functions are as follows:

1. Plan Development

Whenever updatings or other revisions of the Rider College Affirmative Action Plan are necessary, the Committee shall develop these revisions insofar as they pertain to the bargaining unit for submission to the Board of Trustees for approval. In the event a majority of the Committee is unable to agree upon appropriate

revisions, more than one revision proposal may be submitted to the Board of Trustees for consideration. The College shall be free to meet its legal obligation to adopt an appropriate Affirmative Action Plan for the College, provided that such plan shall not be inconsistent with the terms and provisions of this Agreement, except as may be required by law.

2. Monitoring

The Committee shall meet regularly to monitor the Rider College Affirmative Action Plan insofar as such plan pertains to members of the bargaining unit and the process of implementation of the Affirmative Action Plan. Monitoring shall conform to the monitoring guidelines established in the Affirmative Action Plan and to any additional guidelines established by the Committee.

3. Conduct of Business

The Committee shall meet periodically to conduct its business and may, at its discretion, invite other members of the College community to join it for consideration of issues before it. The committee shall maintain close contact with the Affirmative Action Officer of the College.

B. In the event that any governmental agency seeks to negotiate any Affirmative Action Plan or settlement of any charges alleging discriminatory acts in violation of Article II of this Agreement, or to conciliate any dispute under any State or Federal law relating to alleged discriminatory acts set forth in Article II, the College shall notify AAUP in advance of such negotiations and shall, in writing, advise the appropriate governmental agency of this collective bargaining agreement.

C. Grievances arising under this Article may be processed through the first two steps of the grievance procedure set forth in Article XXI, but may not be referred to outside arbitration. However, complaints alleging a failure to adhere to the procedures set forth in this Article may be submitted to outside arbitration.

ARTICLE IV

ACADEMIC FREEDOM

As a member of his community, the bargaining unit member has the rights and obligations of any citizen. He measures the urgency of these obligations in the light of his responsibilities to his subject, to his students, to his profession, and to his institution. As a citizen engaged in a profession that depends upon freedom for its health and integrity, the bargaining unit member has a particular obligation to promote conditions of free inquiry and to further public understanding of academic freedom.

Except for reasons that constitute proper cause for discipline under any other provision of this Agreement, the College will not threaten, coerce, or discipline members of the bargaining unit because of what they say or do as private citizens, for promoting and preserving the conditions of free inquiry necessary to teach their academic disciplines, or for discharging their responsibilities to their students, to their colleagues, to their professions, or to their institution.

ARTICLE V

ASSOCIATION PRIVILEGES

(a) The AAUP shall be entitled to private office space similar to the space it presently occupies. In addition, the AAUP shall be permitted use of appropriate facilities at the College for its larger meetings, so long as such facilities are available and not committed to other purposes and the AAUP complies with the rules and regulations relating to the use of such facilities applicable to all members of the College Community.

(b) The AAUP shall be entitled to post notices of its activities and matters of AAUP concern on bulletin boards at locations agreed upon between the AAUP and the College.

(c) The AAUP shall be entitled to use College mailroom facilities for the internal distribution of AAUP communications provided that this shall not interfere with or interrupt normal College operations, or for external distribution provided AAUP pays U.S. postal charges. All such communications shall be dated and identified as AAUP communications.

(d) The AAUP shall be entitled to the privilege of contracting for College duplicating, printing, audio-visual, photographic, computer, address label and food services, and such other services as may be contracted for by other campus organizations. Charges for such services shall be those in effect for all campus organizations and shall be billed on a monthly basis.

(e) The office, telephone numbers, and administrative assistant of the AAUP shall be listed in the Rider College Personnel Directory.

(f) The College shall provide the AAUP with a full and complete list of bargaining unit members each October 1 and shall update the list on each March 1. The information provided shall include the bargaining unit member's name, rank and title, salary, and for full-time members of the bargaining unit, date of commencement of employment. The College shall provide the AAUP with information necessary for it to process grievances adequately and administer the terms of this Agreement, upon written request for such information from the AAUP.

ARTICLE VI

APPOINTMENTS

I. All instructional appointments shall be to a designated faculty rank either as described in this Article or in accordance with the provisions of Article VII ("Promotion and Tenure").

a. "Lecturer" - Appointments to faculty rank with the designation "Lecturer" shall be limited to those possessing specialized knowledge or skills without the usual regard for academic

degrees. Such appointments shall be made on a year-to-year basis for a period which shall not, for full-time appointments, exceed six successive academic years. Such appointees shall be subject to evaluations for reappointment as set forth in Article IX ("Annual Reappointment and Non-Reappointment of Non-Tenured Bargaining Unit Members"). In addition, during their third successive year of academic employment within the rank of Lecturer, such appointees shall undergo a comprehensive evaluation by members of the appropriate Department which evaluation shall be comparable to that undertaken for consideration of promotion to the rank of Assistant Professor II. This comprehensive evaluation shall be for the purposes of aiding the College in determining whether such Lecturers shall be retained in such rank and assisting such Lecturers in their professional development. During the sixth year of full-time appointment (which may include up to three years of full-time teaching at another institution) within the rank of Lecturer, an individual must either achieve promotion to the rank of Associate Professor with tenure or receive a terminal appointment for the seventh year.

b. "Instructor" - Persons holding a minimum of a Master's degree in the appropriate field with appropriate graduate education may be appointed Instructors on a year-to-year basis. A person may receive no more than four appointments to this rank. The fourth appointment to this rank shall be a terminal appointment.

c. "Assistant Professor" - Appointment or promotion to the rank of Assistant Professor shall be either a first-term appointment (Assistant Professor I) or a second-term appointment (Assistant Professor II). For an appointment to Assistant Professor I, the person should possess an appropriate terminal degree or qualification and appropriate graduate education. This appointment shall be made on a year-to-year basis for a period not to exceed three years at which time the individual will be given a second-term appointment to this rank or a terminal contract. For appointment or promotion to a second-term appointment to the rank of Assistant Professor II, the person

must possess the appropriate terminal degree or qualification, appropriate graduate education, and two years of acceptable teaching experience including scholarly activities. A second-term appointment shall be for a period not to exceed three years at which time the individual will be promoted to the rank of Associate Professor or given a terminal contract.

d. "Associate Professor" - The rank of Associate Professor is the first senior rank of faculty at Rider College. This rank or a higher rank is normally held by all tenured faculty. Persons promoted to this rank must fulfill the requirements and procedures contained in Article VII. ("Promotion and Tenure")

e. "Professor" - The rank of Professor is the highest rank of faculty at Rider College. Those who hold this rank are expected to exemplify distinguished achievement in classroom teaching, scholarly activities, and in value to a department, a school, and the College. Persons promoted to this rank must fulfill the requirements and procedures of Article VII ("Promotion and Tenure").

f. "Adjunct", "Acting" and "Visiting" - Appointments to faculty rank with the special designation "Adjunct" shall be limited to part-time appointments made on a semester-by-semester basis. Bargaining unit members holding adjunct faculty rank shall be assigned such rank in and assigned to a Department, Program or Division within a School of the College. Persons with appropriate academic qualifications may be appointed Adjunct Lecturer, Adjunct Instructor, Adjunct Assistant Professor, Adjunct Associate Professor, or Adjunct Professor on a part-time basis, as needed.

- Appointments to faculty rank with the special designation "Acting" shall be limited to temporary full-time appointments as provided for in Section III of this Article.

- Appointments to faculty rank with the special designation "Visiting" shall be limited to

individuals deemed to be distinguished faculty on leave of absence or holding emeritus status from another institution. Such appointments shall not extend beyond one academic year.

g. Staff Ranks - Descriptions of titles and ranks for Librarians and professional Athletic Staff are set forth in Articles XIV and XV of this Agreement.

II. The following procedures shall apply to all persons appointed by the College to fill full-time bargaining unit positions:

A. The members of the Department or their representatives shall be responsible for maintaining regular contact with the Department Chairperson for the purpose of participating in the appointment procedure specified herein. In the event of a vacancy because of the termination, resignation, disability, retirement, or death of a faculty member, the Department shall request the Dean to fill such vacancy. If there is disagreement over the question of whether or not to fill the vacancy, the Academic Vice President shall convene a meeting of the Dean, the Department Chairperson, and members of the Department to discuss the reasons for the disagreement. If the Academic Vice President decides not to fill the vacancy, he shall provide in written form the reasons for his decision.

B. Upon ascertaining that a vacancy has occurred, the Department Chairperson shall so advise the members of the Department within five days. The Department Chairperson, together with the members of the Department or its designated committee, shall meet to discuss the academic qualifications of the person required to fill the vacancy. The Department Chairperson and the members of the Department shall forward their recommendation as to the requisite academic qualifications to the Dean. Unless the Dean disagrees with such recommendation, the College shall seek candidates to fill the vacancy who possess the recommended academic qualifications. Following the deadline for receipt of applications, the Department Chairperson shall notify the members of the

Department of the availability of the applications for purposes of review. Within ten working days of receipt of such notice from the Chairperson, the members of the Department or their representative(s) shall have the responsibility to review all applications and provide the Chairperson with a written list of preferred candidates, together with the reasons for such indicated preference. However, in the event the Dean determines, in a particular situation, that an earlier response from the Department is required, he shall so advise the Department, which shall provide such written list and reasons as requested by the Dean, but in no event shall the Department be required to make such a response in less than five working days. After the expiration of such period, the College shall invite candidates for purposes of interviewing in the order set forth on the written list received from the members of the Department. If no such list is received from the members of the Department, the College may proceed to fill the vacancy.

C. In the event that the Dean disagrees with the recommendation of the Department as to the appropriate academic qualifications for the person required to fill the vacancy, he shall so advise the members of the Department and the Vice President for Academic Affairs and Provost shall convene a meeting of the Dean, the Department Chairperson and the members of the Department to discuss the appropriate academic qualifications for the person required to fill the vacancy, and he shall thereafter make a determination as to such qualifications. In the event that the determination of the Vice President for Academic Affairs and Provost as to such qualifications differs from the recommendation of the Department, he shall provide written reasons for his determination.

D. The Department Chairperson and the members of the Department shall be provided with opportunities to meet with and interview the invited candidates. Within five working days of the completion of the last interview, the Chairperson and those members of the Department who have participated in the interviews shall jointly formulate and trans-

mit to the Dean a written list of acceptable candidates ranked in order of preference. Such list shall be accompanied by written evaluations of each candidate on the list documenting the reasons for the indicated preferences.

E. The Dean shall then review such list received from the Department and shall accept the Department's order of preference for candidates unless he determines that there are compelling non-academic reasons (such as, e.g., financial considerations) for selecting an alternate candidate from the list. The Dean may also choose to select an alternate candidate from the list if he determines that the candidate preferred by the members of the Department does not meet the established and stated academic qualifications for the person needed to fill the vacancy. In the event the Dean proposes to select an alternate candidate from the list, as aforesaid, he shall provide to the members of the Department a written statement of the reasons why non-academic considerations caused him to choose an alternate candidate or why the candidate's failure to meet the stated and established academic qualifications caused him to select an alternate candidate. Before the Dean extends an offer of appointment to a candidate, he shall afford an opportunity to the members of the Department to meet with him to discuss the matter. If no such list is received from the members of the Department, the College may proceed to fill the vacancy.

For the purpose of appointing bargaining unit members of the Library and professional Athletic Staffs, the College Librarian and the Director of Athletics shall function in the same manner as both the Chairperson and the Dean.

III. In the event the College fills a temporary full-time vacancy, as described hereafter, the provisions of this Section shall apply. The vacancies to be filled hereunder are:

(a) Vacancies created by a leave of absence granted to a full-time bargaining unit member, with such temporary appointment

to be for the duration of the leave of absence;

(b) Vacancies created by the disability, death or resignation of a full-time bargaining unit member, when such vacancy occurs less than 145 days prior to the beginning of the term in which the vacancy must be filled, with such temporary appointment to be limited to one full year, with any subsequent appointment of such individual to be a regular appointment following the other provisions of this Article;

(c) Vacancies created by unstaffed courses and/or sections which become known to the College less than 145 days prior to the beginning of the term in which such courses and/or sections are to be given, with such temporary appointment to be limited to one full year, with any subsequent appointment of such individual to be a regular appointment following the other provisions of this Article;

(d) Vacant teaching positions funded by contract with agencies external to the College with such temporary appointment to be for the duration of the contract funding and any renewal thereof;

(e) In the event that the College, having followed the other procedures set forth in Section II, does not succeed in employing a person meeting the stated qualifications for the vacancy, such vacancy may be filled by a temporary appointee. Where the appointment is made less than 145 days before the beginning of the term in which the vacancy must be filled, the temporary appointment shall be for a period not to exceed one full year, with a subsequent appointment of such individual to be a regular appointment in accordance with the other provisions of this Article. In cases where multiple vacancies exist within a Department, the 145 day restriction in this paragraph shall be waived.

Temporary appointments made hereunder shall be designated as appointments to the appropriate faculty rank with the designation "Acting" preceding the appropriate rank. Such appointees shall be included in the bargaining unit if the appointment is for a period of one semester or longer. The College shall notify the members of the Department and the AAUP, in writing, of its intent to make a temporary appointment hereunder, and shall as may be practicable, follow the procedure in Section IV of this Article in making such an appointment. The other provisions of this Article, as well as the provisions on reappointment, promotion and tenure, shall have no application to such appointees. Service as such temporary appointee shall be considered towards fulfilling the requirements for promotion and/or tenure.

Notwithstanding the foregoing, the College may fill vacancies described herein by following the other provisions of this Article.

IV. The parties hereto recognize that resignations and withdrawals of candidates less than 145 days prior to the beginning of a term and the need to appoint new faculty members because of unforeseen enrollment, induce hardships for both parties to the Agreement. In such cases, the procedures described herein may be modified according to the circumstances. However, the College shall, in any event, request that members of the Department meet with and interview candidates, giving to the members of the Department or its representatives written notice of the scheduled interview whenever possible (except if it is scheduled less than 20 days prior to the start of classes), and the members of the Department shall be responsible for conveying their professional evaluations to the Dean as promptly as circumstances may require. The members of the Department may examine all candidates' credentials and make written recommendations whenever circumstances permit. In any case, when appointments are made under this paragraph, the Dean shall meet with the members of the Department, upon request, to discuss the basis for the appointment.

V. In an effort to assemble a list of qualified candidates for appointment to part-time faculty positions, it shall be the responsibility of members of the relevant Department to review the credentials and applications of such candidates for part-time employment and to send the credentials of those deemed qualified to the Dean(s) for retention in his office. Future initial part-time appointments shall be drawn from the candidates contained in such file unless no candidate from such file is available. When candidates from such file of qualified persons are not available, the College shall proceed to make an initial appointment from candidates not so listed, but shall in such cases provide an opportunity for appropriate consultation with members of the relevant Department.

VI. Terms and conditions of employment of bargaining unit members are set forth in this Agreement and a copy thereof shall be furnished by the College to each newly appointed bargaining unit member. The College shall continue to furnish to newly appointed members of the bargaining unit initial letters of appointment.

VII. The procedures under this Article shall apply only to bargaining unit members, but no non-bargaining unit member may teach unless his credentials have been examined and approved by the members of the appropriate Department.

ARTICLE VII

PROMOTION AND TENURE

1. Description of Faculty Ranks

A description of faculty ranks is set forth in the preceding Article and further articulated throughout this Article.

2. Committees

A. The Promotion and Tenure Committee

In each School in which there are members of the bargaining unit who are tenurable,

a Promotion and Tenure Committee shall be established consisting of the Vice President for Academic Affairs and Provost, the Associate Provost, the Dean of the School, three full-time tenured members of the bargaining unit of the School, and a tenured member of the bargaining unit at large, who shall be nominated by the bargaining unit members of the College Academic Policy Committee and elected by members of the bargaining unit. Such tenured member of the bargaining unit at large shall serve as Chairperson and Convenor of the Committee. If the tenured member of the bargaining unit at large or the Dean is a member of the candidate's Department, such person shall not participate in the evaluation of the candidate at the department level. In addition, there shall be two tenured alternate bargaining unit members from the faculty of the School. The bargaining unit members of the School Academic Policy Committee shall serve as a nominating committee for the bargaining unit representatives and alternates from the School serving on the Promotion and Tenure Committee. The bargaining unit members of the individual Schools shall elect the representatives and alternates from the School to the Committee for two-year terms. Initial terms of such representatives shall be on a staggered basis. Bargaining unit members may be re-elected. If a School is unable to elect a full complement of bargaining unit members on the Committee, the Academic Policy Committee of that School shall appoint eligible bargaining unit faculty from that School or, if necessary, from another School, to serve. In addition, for each candidate, a representative of the candidate's Department and the Department Chairperson shall be members of the Promotion and Tenure Committee. The members of the candidate's department shall elect the representative in each case. The role of the Departmental representative will be to serve as representative and spokesman for the members of the Department, rather than as an advocate for the candidate. No person who has not been properly appointed Chairperson or Acting Chairperson according to the provisions of Article X below shall serve in such capacity or carry out the duties assigned to the Department Chairperson.

elsewhere in this Article. In the case of the Graduate Division, the Associate Dean or the Director of Graduate Programs shall function as the Department Chairperson.

b. Board of Trustees Appeals Committee

The Board of Trustees shall establish a Trustees Appeals Committee consisting of no fewer than five members from the regular membership of the Board. The membership of such Committee shall remain constant for each academic year.

3. Evaluation Steps

The evaluation of a candidate for promotion and tenure shall begin at the departmental level. Each Department shall describe in writing how judgments for each candidate are consistent with the requirements for promotion and tenure set forth in this Article. The Promotion and Tenure Committee shall evaluate the adequacy of the submitted documentation and its consistency with such requirements. Each Department shall establish its own procedures for the preparation of its recommendation, in accordance with the following guidelines:

a. The applicant shall prepare documented credentials which may include references from colleagues. Credentials for promotion to Assistant Professor I or II shall include an updated vita, evidence of scholarly activity, and appropriate evaluations of teaching. Credentials for promotion to Associate Professor or Professor or for tenure may be more comprehensive. The Department shall meet to discuss and evaluate the qualifications of the candidate, and each full-time Department member at such meeting shall provide reasons for support or non-support of the candidate. It shall be the professional responsibility of the Department to write and of each member to sign a written recommendation with respect to an application for promotion and/or tenure based upon the Department's evaluation of the candidate's qualifications. In the absence of departmental unanimity, any dissenting member(s) have the professional responsibility to make their

objections known to the Department at its discussion and shall be expected to write and to sign a minority report(s). Such recommendations shall also be filed by the Department with the President of AAUP. Notwithstanding the foregoing, the failure by any member(s) of the Department to fulfill his professional responsibility hereunder shall not serve to delay the promotion and tenure process, nor as a basis to challenge the determination made with respect to an application for promotion or tenure.

b. The candidate shall receive a copy of both the Department's and Chairperson's written recommendations by November 15. The candidate shall have the right to raise specific concerns in writing regarding the validity and sufficiency of the documentation supporting these recommendations and to request an interview with the Department and/or the Chairperson within five working days of receiving the recommendations. The Department and/or Chairperson shall consider, in their final written recommendations, the concerns raised by the candidate. The candidate shall receive a copy of the Department's and the Chairperson's final written recommendations prior to their being forwarded to the Promotion and Tenure Committee and to the President of the AAUP.

c. The candidate shall have the right to submit to the Promotion and Tenure Committee of the School new materials responding to the final written recommendations of the Department and the Department Chairperson. Copies of such materials must be submitted simultaneously to the candidate's Department and/or Chairperson. The Department and/or Chairperson shall have until December 20 to review and respond to such materials and to forward such responses to the Promotion and Tenure Committee.

d. The candidate's personnel file shall be made available to the Promotion and Tenure Committee of the School by the Vice President for Academic Affairs and Provost and shall be made available to the candidate in accordance with Article XII, 4.

e. The Promotion and Tenure Committee shall meet to review the materials presented by the candidate, the Department, the Department Chairperson, and the Vice President for Academic Affairs and Provost, and shall make a recommendation concerning the candidate to the Board of Trustees in accordance with the following guidelines:

(i) If one of the elected bargaining unit members, other than the member at large, is a member of the candidate's Department, any alternate elected to the Committee shall serve in his place.

(ii) The candidate shall have the right, upon request to the Committee Chairperson, to an interview with the Promotion and Tenure Committee. He shall also have the right to appoint an advocate or representative from his Department to represent his interest at any such interview with the Promotion and Tenure Committee.

(iii) The Department has the professional responsibility to judge the academic competence of the candidate and to provide a thorough and documented recommendation to the Promotion and Tenure Committee. The Promotion and Tenure Committee shall evaluate the adequacy of the submitted documentation and the extent to which the candidate's credentials, qualifications, and performance meet the standards established for promotion and tenure. Members of the Promotion and Tenure Committee shall not substitute their judgments on the professional expertise of the candidate on the grounds of inadequate departmental documentation for judgments presented in the departmental recommendation(s), unless the Promotion and Tenure Committee presents written substantive bases therefor. However, the Promotion and Tenure Committee is responsible for evaluating the adequacy of the departmental documentation.

If questions of fact arise concerning the candidate's credentials or departmental

documentation, the Promotion and Tenure Committee shall make reasonable efforts to ascertain the facts. Any member with questions about facts or possessed of factual information helpful in resolving questions of fact shall share such questions or information with the entire Committee.

(iv) The Promotion and Tenure Committee shall make a specific written recommendation(s) concerning the granting or non-granting of tenure or promotion, documenting its reasons. Separate reports supporting different points of view shall be prepared when appropriate. At the conclusion of the discussion of a candidate's application for tenure or promotion, each member of the Promotion and Tenure Committee shall state his intention to support or not support the pending application. The subsequent written report(s) shall indicate the bases for such support or non-support, with reasonable specificity to permit the candidate to exercise his options as provided for in (v) below meaningfully, and each Committee member shall be required to sign such a report which is consistent with such Committee member's prior statement of support or non-support. No Committee member shall be permitted to reverse his stated position of support or non-support subsequent to the conclusion of discussion of the pending application as referred to above.

(v) The candidate shall receive a copy of the Promotion and Tenure Committee's recommendation(s) and any supporting materials prior to its forwarding such recommendation(s) to the Board. When the Committee's recommendation or any minority recommendation is negative and the candidate has new information to present to the Committee, the candidate may appear before the Committee to present such new material within time limits set forth by the Committee for such appearances. The candidate may also elect to be accompanied by an advocate or representative from his department to

represent his interests at such appearance. However, the Committee shall have the right to question the candidate directly during such appearance. The Committee, in considering the material presented by the candidate, shall not be limited by the recommendation(s) made by the candidate's department. The Committee shall consider the material presented by the candidate in making its recommendation(s). Alternatively, the candidate may elect in writing by February 10 to have the Committee remand the candidate's application to the appropriate department for reconsideration of its documentation of its recommendation to the Committee. Upon receipt of the candidate's written election, the Chairperson of the Promotion and Tenure Committee shall forward a copy of the Committee's recommendation to each member of the Department and inform him that the candidate has elected to have his application remanded to the Department for its reconsideration of its documentation. The Chairperson shall also return the entire file on the application to the office of the Department Chairperson. Members of the Department shall return the file with such additional documentation as they may deem appropriate to the Committee within time limits set by the Committee for such reconsideration of the documentation. The candidate may appear before the Committee to discuss with it any additional material provided by the Department. Any revised Promotion and Tenure Committee recommendation(s) resulting from such meeting and/or remand shall contain a specific written recommendation(s) concerning the granting or non-granting of promotion and/or tenure.

(vi) The Chairperson of the Promotion and Tenure Committee shall forward a copy of the Committee's recommendation(s) to the President of the AAUP.

f. Upon receipt and study of the written recommendation(s) of the Promotion and Tenure Committee, together with all supporting materials

and documents, the Board of Trustees shall review the Promotion and Tenure Committee's recommendation(s) and render a decision concerning the candidate based on the documentation and recommendations in the written record forwarded to it. If there is more than one recommendation from the Promotion and Tenure Committee, or if the Promotion and Tenure Committee disagrees with the recommendation of a majority of the members of the Department, all recommendations, including all of those from members of the Department, will be forwarded to the Board of Trustees. Members of the Board of Trustees shall not, without written substantive basis, substitute their judgments on the professional expertise of the candidate for properly documented judgments presented in the departmental and Promotion and Tenure Committee's recommendation(s).

The Board of Trustees shall render its decision concerning the candidate and communicate its decision in writing to the candidate, to the Chairperson of the Promotion and Tenure Committee, and to the President of the AAUP. When the decision of the Board of Trustees is contrary to the recommendation(s) of the Promotion and Tenure Committee and the candidate requests in writing the reasons for such decision, the Board of Trustees shall provide its reasons in writing for such decision, and shall communicate such written reasons to the candidate, to the Chairperson of the Promotion and Tenure Committee, and to the President of the AAUP. When the Promotion and Tenure Committee has recommended against promotion and/or tenure and the Board decides to grant promotion and/or tenure, the Board of Trustees shall provide its reasons for its decision and shall communicate such written reasons to the candidate, the Chairperson of the Promotion and Tenure Committee and the President of the AAUP.

g. It shall be the responsibility of all Committees and all individuals involved in the procedure under this Article strictly to maintain and preserve the confidentiality of all information and material pertaining to a candidate's evaluation hereunder, unless the candidate elects to disclose or have disclosed any or all of such

information and material. If the candidate does so elect, the disclosure of any single document or item pertaining to the candidate's evaluation hereunder, shall authorize the disclosure of all of the information and material pertaining to the candidate's evaluation.

h. The Committees provided for hereunder shall be authorized to act and carry out their responsibilities despite vacancies or lack of complete staffing of such Committees, provided that a quorum of the Committee is present at the time the Committee takes action hereunder. For purposes of the Article, a quorum shall be defined as a majority of the number of persons designated for membership on any such Committee under this Article.

4. Appeals Procedure

a. A candidate whose application for tenure has not been supported by the Board of Trustees, after having been recommended for tenure by the Promotion and Tenure Committee, or a candidate for whom a denial of promotion and/or tenure mandates a terminal contract, may appeal in writing to the Board of Trustees Appeals Committee within 15 days from the day of the candidate's receipt of the Board's decision. The candidate shall also indicate in writing whether he wishes to be accompanied by a representative member(s) of the AAUP at the Appeals Committee interview and whether he wishes to receive a written decision of the Appeals Committee's determination as allowed by Section 4d herein. No more than two representative members of the AAUP shall attend such Appeals Committee interview. In addition, candidates whose application for promotion to full Professor or tenured candidates whose application for promotion to Associate Professor has not been supported by the Board of Trustees, after having been recommended for such a promotion by the Promotion and Tenure Committee, may also appeal in writing to the Board of Trustees Appeals Committee within 15 days from the date of the candidate's receipt of the Board's decision, following the same procedure as set forth above. At least five

members of the Board of Trustees Appeals Committee shall be present for all such appeals.

b. A candidate making such an appeal may elect to appear in person before the Board of Trustees Appeals Committee on a date designated by this Committee, which shall be as soon after the Committee's receipt of the written appeal as may be practicable.

c. The candidate shall not be permitted to submit any evidence in support of his application, unless such evidence was submitted to and considered by the Promotion and Tenure Committee, or unless such evidence relates to matters occurring subsequent to the rendering of the recommendation of the Promotion and Tenure Committee.

d. If requested by the candidate in writing, the Board of Trustees Appeals Committee shall render a final decision in writing specifying the reasons for its decision. Copies shall be forwarded to the candidate, the Vice President for Academic Affairs and Provost, the President of the AAUP, and the Chairperson of the Promotion and Tenure Committee.

5. Requirements for Tenure

a. The appropriate terminal degree or terminal qualification is required unless there are exceptional circumstances. Terminal qualifications, such as the J.D. or the M.F.A., shall be accepted as well as terminal degrees. A faculty member in the Accounting Department shall be considered terminally qualified if he possesses an M.B.A. or an M.S. with a concentration in accounting and a C.P.A., C.A., or C.M.A. While possession of the appropriate terminal degree or qualification is required, as aforesaid, possession of such degree or qualification will not serve automatically to entitle the candidate to a tenure appointment.

b. Effective teaching shall be a criterion for granting of tenure. The primary consideration in evaluating effective teaching shall be given to evaluation by members of the Department of the

candidate who have observed the candidate's classroom teaching. It shall be the responsibility of the members of the Department to describe the procedures and standards used in judging the candidate's teaching effectiveness.

c. The value of an individual to his Department, School, and the College must be a criterion. This requirement refers to such qualities as the match between the candidate's abilities and interests and the goals of the Department and School, demonstrated performance in assisting students outside of the formal classroom, the promise of continued devotion to the strengthening and updating of courses and curriculum, and the ability to teach a variety of courses. Recognition shall be given to substantial service in student advising and contractual committee service. It shall be the responsibility of members of the Department to describe how its procedures and judgments conform to the standards of this paragraph.

d. A candidate must demonstrate scholarly activity in his field of specialization. It shall be the responsibility of members of the Department to judge the quality of the candidate's scholarly activity and set forth the appropriate criteria for the particular academic field or discipline.

e. Neither fixed minimum nor maximum number of faculty or tenured faculty either within a Department, a School or the College, shall be considered as criteria for tenure.

f. Tenure for faculty will be awarded at the ranks of Associate or Full Professor unless there are exceptional circumstances.

g. Exceptional circumstances specified under Sub-Sections "a" and "f" above shall be applied only to situations where a tenure appointment would be of substantial benefit to the College and shall be limited to those instances where the candidate for tenure has been endorsed by a majority recommendation of the Promotion and Tenure Committee.

h. Applications for tenure prior to the sixth year of full-time teaching at the college level shall not prejudice the application. Candidates who have spent periods of time on professional or personal leaves of absence during their period of employment at Rider College, shall not have such years counted in computing years of teaching service at the College. However, such period of time on leave shall not serve to interrupt the computation of consecutive years of teaching service for purposes of this Article.

1. The College shall notify in writing any bargaining unit member when such individual is required to apply for and attain tenure or promotion to avoid the issuance of a terminal contract by the College to such bargaining unit member. Such notification shall be sent to such bargaining unit member by August 1 in the academic year during which such an application must be made. However, the failure by the College to send the notification provided for herein by August 1, as aforesaid, shall serve only to extend the time for such application by the same number of days as the number of days after August 1 that the notification is sent. In no event, shall such failure to give timely notice serve as a basis for a claim by such bargaining unit member that he is entitled to de facto tenure or to any other benefit or advantage by reason of the omission by the College to provide the notice as required hereunder.

6. Requirements for Promotion

a. The requirements for appointment or promotion to a given rank shall be as contained in Article VI, Section 1, and those stated below.

b. The requirements for promotion shall also include the requirements set forth in Section 5 (b), (c), and (d) of this Article.

c. For promotion to Assistant Professor II, to Associate Professor and to Full Professor, the appropriate terminal degree or qualification, as defined herein above, is required, except for those tenured members of the faculty who were

employed by the College prior to September, 1968, and except for exceptional circumstances which shall be applied only to situations where a promotion would be of substantial benefit to the College. Terminal qualifications such as the J.D. or the M.F.A., shall be accepted, as well as terminal degrees. A faculty member in the Accounting Department shall be considered terminally qualified if he possesses an M.B.A. or an M.S. with a concentration in accounting and a C.P.A., C.A., or C.M.A. While possession of the appropriate terminal degree or qualification is required, as aforesaid, possession of such degree will not serve automatically to entitle a candidate to a promotion.

d. Neither fixed minimum nor maximum number of faculty or tenured faculty within a particular rank within a department, a School, or the College shall be considered as criteria for promotion.

e. Application for promotion to the ranks of Assistant Professor I and II, and Associate Professor may be made only once prior to the required application for such promotion so as to make the candidate eligible for continued employment by the College. Application for promotion to the rank of Professor or application for promotion by a tenured Assistant Professor may be made initially in two consecutive years. Subsequent applications may be made only at the expiration of a three-year period after a denial of such application for promotion or upon the recommendation of the appropriate Dean.

7. Time-Table for Tenure and Promotion

1. Tenure

a. The probationary period prior to the award of tenure shall not exceed seven years of full-time teaching experience at the college level, including full-time teaching at other institutions of higher education, except that prior full-time teaching at other institutions of higher education in excess of three years will not be considered. Such prior full-time teaching must

be specified in writing by the faculty member on or before his initial appointment.

b. No member of the bargaining unit may apply for tenure prior to his third year of service at Rider College. The process of evaluation must be initiated no later than the beginning of the faculty member's sixth year of service, including up to three years of prior service as defined above.

c. Failure to receive tenure after six years of full-time teaching at Rider or after six years of full-time college teaching experience, the last three of which were at Rider, will mean that any continued employment beyond the seventh year will be either on a part-time basis or in a non-faculty position, with no tenure resulting from such continued employment.

d. Notwithstanding any of the other provisions of this Article, members of the bargaining unit who receive a mid-year appointment to a full-time teaching position shall be treated for purposes of this Article as if such appointment commenced with the next ensuing September.

e. Time-Table for implementation of Tenure Application Proceedings:

(1) The candidate's documented credentials shall be completed by October 10 and the Department, or the Committee thereof working on the departmental evaluation of the candidate, shall commence meeting by November 1. Written recommendations shall be forwarded to the Promotion and Tenure Committee by the Department no later than December 5. Members of the Promotion and Tenure Committee shall sign a control sheet, to be placed with each candidate's documentation, indicating the date on which the documentation was reviewed. The candidate shall be responsible for notifying members of the Promotion and Tenure Committee of any materials added to the documentation after members of the Promotion and Tenure Committee have completed their review. Any materials to be submitted by

the candidate to the Promotion and Tenure Committee must be received by December 15.

(ii) The Promotion and Tenure Committee shall commence meeting to review materials received in connection with tenure applications during the first week of the Interim Study Program. The Promotion and Tenure Committee shall forward to the appropriate parties its written recommendation(s) concerning the granting or non-granting of tenure by February 1.

2. Promotion

Time-Table for the Implementation of Promotion Application Proceedings:

The time-table set forth in Section 7-1.-e. relating to tenure shall be applicable to application for promotion as well.

8. Upon the written request of the AAUP, Rider will supply to the AAUP copies of any underlying documents pertaining to promotion and/or tenure which are referred to in any report or decision supplied under this Agreement and which are in Rider's possession at the sole cost and expense of the AAUP.

9. All individuals who are candidates for promotion and/or tenure, whether members of the bargaining unit or not, shall be required to follow the same procedures as are applicable to bargaining unit members described in this Article. Both parties agree that any persons upon whom tenure or any faculty rank has heretofore been conferred shall retain such tenure and/or rank.

ARTICLE VIII

DISMISSAL AND SUSPENSION

The College may not discharge or suspend a member of the bargaining unit who has tenure or whose term appointment has not expired, except for proper cause. Any discipline imposed, including additions to an individual's personnel file, shall be subject to the grievance procedure provided for

in Article XXI, including submission to arbitration.

All provision contained in the existing College Statutes or any past practice concerning suspension or dismissal of a bargaining unit member shall be superseded by this provision.

ARTICLE IX

ANNUAL REAPPOINTMENT AND NON-REAPPOINTMENT OF NON-TENURED BARGAINING UNIT MEMBERS

1. The members of the Department shall have the professional responsibility to evaluate annually persons subject to reappointment decisions and to make a specific recommendation concerning such reappointment.

It shall be the responsibility of the individual being evaluated to maintain a documented record of professional development and growth as specified in Article XVII, "Evaluation". Prior to the completion of their recommendation, the members of the Department or committee designated by the members of the Department, excluding the individual being evaluated, shall meet with the Department Chairperson to assess the documented materials necessary for their decision. Such materials shall include relevant information supplied by the candidate and the Department members, and may include properly documented materials from competent sources other than those persons serving in the Department.

The members of the Department shall prepare a written recommendation presenting their reasons for reappointment or non-reappointment. Majority and minority reports may be prepared. The Department Chairperson shall prepare a separate written recommendation presenting the reasons for reappointment or non-reappointment. Prior to the forwarding of these recommendations to the Dean, a copy of the Department's recommendation shall be sent to the Chairperson, and a copy of the Chairperson's recommendation shall be sent to each member of the Department. The candidate shall

have the right to review and respond to such written recommendations and therefore shall receive a copy of both the Department's and Chairperson's recommendations at least five working days prior to the forwarding of such recommendations to the Dean.

The Dean shall then review the recommendations and shall support a well-documented recommendation by the members of the Department, except for compelling reasons which shall not be arbitrary, which shall be stated in writing, and forwarded to the members of the Department and to the candidate. A candidate who is denied reappointment or is given a terminal appointment shall have the right to an appeal as set out hereafter.

Within ten days of the notification to a candidate of a denial of reappointment or a terminal appointment, the candidate may request, in writing, a meeting with the Vice President for Academic Affairs and Provost to permit the candidate to present an appeal of the decision of the Dean. A meeting between the candidate and the Vice President for Academic Affairs and Provost shall thereafter be held, and the Vice President for Academic Affairs and Provost shall make a final written decision, forwarding copies to the candidate and AAUP.

2. For reappointment of librarians, the librarians, functioning as a department, shall forward their recommendation to the College Librarian, who shall act on it in the same manner as the Dean in the preceding paragraph.

3. For reappointment of professional athletic staff members, the professional athletic staff, functioning as a department, shall forward its recommendation to the Director of Athletics, who shall act on it in the same manner as the Dean in the above paragraph.

4. It shall be the responsibility of the non-tenured bargaining unit member to prepare his documented record, as aforesaid, and submit same to his departmental members and the Chairperson.

In the event of such bargaining unit member's failure to comply herewith at least six weeks prior to the standards of notification provided for hereinafter, such failure shall permit the Department or professional staff to make a recommendation based upon the best available evidence. Failure by the members of the Department, Library, or Professional Athletic Staff to forward its recommendation as aforesaid within four weeks of the said standards of notification shall place the determination as to reappointment within the discretion of the Dean, College Librarian, or Director of Athletics, as may be appropriate.

5. For bargaining unit faculty members, subjects of evaluation for reappointment hereunder will include demonstrated effective teaching, the value of an individual to his Department, School and the College, and demonstrated scholarly activity in his field of specialization. For bargaining unit staff, subjects for evaluation for reappointment hereunder will include appropriate professional performance and activity and value to the staff and College.

6. Standards of notification for reappointment and non-reappointment shall be as follows:

(i) Not later than March 1 of the first academic year of service, if the appointment expires at the end of that year; or, if a one-year appointment terminates during an academic year, at least three months in advance of such termination.

(ii) Not later than December 15 of the second academic year of service, if the appointment expires at the end of that year, or, if an initial two-year appointment terminates during the academic year, at least six months in advance of such termination.

(iii) At least 12 months before the expiration of an appointment after two or more years at the College.

ARTICLE X

DEPARTMENT CHAIRPERSONS

1. The parties agree to the principle that the faculty within the various academic departments shall play a strong role in the formation and conduct of academic programs within their disciplines. Each Department shall be headed by a Department Chairperson appointed or reappointed in the manner prescribed in this Article. The parties agree that it is desirable that a candidate for the position of Department Chairperson be acceptable to both the Dean of the School in which the Department is located and the full-time faculty of the Department. The parties agree that the Department Chairperson is not a member of the bargaining unit; however, such Chairperson shall be fully recognized as a member of the faculty and entitled to the rights and privileges of such status. The parties recognize that a Chairperson's duties include teaching which shall not exceed eighteen hours per academic year. This teaching, and only this teaching, shall be exempt from the prohibition under Article XIII ("Lay-Off"), Section G.

2. Department Chairpersons are to serve an indeterminate term of office and shall be reviewed annually by the members of the Department during the month of February. The written departmental review shall be given to the Chairperson with a copy to the Dean of the School by March 1.

3. A vacancy in the position of Department Chairperson shall occur in all cases when, in the course of an annual review, both the Dean and a majority of the Department agree that a vacancy should occur. In all cases in which the Dean and a majority of the Department disagree as to the occurrence of a vacancy, the disagreement shall be submitted to a panel of three persons. Such panel shall be appointed as follows: the majority of the Department shall appoint one member, the Dean shall appoint one member, a chairperson from the School shall be chosen by a majority of the chairpersons of the College. A new panel shall be

selected for each case of disagreement. Both parties agree that anyone serving on such panel shall not be subject to any economic or other type of reprisal as a result of any determination made by such panel. Such panel shall investigate all aspects of the disagreement, consult with members of the Department, the Dean, and the incumbent chairperson, and shall submit a written report and recommendation to the Vice President for Academic Affairs and Provost. The Vice President for Academic Affairs and Provost may meet with the panel to discuss the recommendations and findings. The Vice President for Academic Affairs and Provost shall not improperly substitute his judgment for the properly documented judgment and recommendations of the panel nor shall his determination be made in an arbitrary or capricious manner. In the event that the Vice President for Academic Affairs and Provost does not follow the recommendations of a majority of the panel, he shall submit in writing to the panel, to the Department, to the Dean, and the President of the AAUP substantive written reasons for his action.

The AAUP shall have the right to grieve a determination which does not follow the recommendation of the majority of the panel through the grievance procedure including outside arbitration. An outside arbitrator shall determine whether the Vice President for Academic Affairs and Provost improperly substituted his judgment for the properly documented judgment and recommendation of the panel and/or made his determination in an arbitrary or capricious manner. In such event the arbitrator's authority shall be limited to remanding the matter back to the panel and Vice President for Academic Affairs and Provost, with a mandate that a new determination be made consistent with the terms of this Article.

The timetable for the procedures under this section shall be as follows: the Dean's declaration of disagreement with the Department shall occur no later than March 8; the three-member panel shall be constituted and shall complete its investigation and submit a written

report by April 15; the Vice President for Academic Affairs and Provost shall make a determination and, where required, submit his written reasons for his action by April 22.

4. A vacancy in the position of Department Chairperson may also occur if the Dean determines that a Chairperson's term should be ended and if a majority of the members of the affected Department do not state opposition to that determination in writing within fourteen (14) days of the Dean's notification of intent to terminate. The 14 day response period may be extended by agreement between AAUP and the College during times other than the fall and spring semesters. However, when a majority of the members of the affected Department favor the retention of the Chairperson, his term shall be continued in effect except as provided for in sections 3 and 5 of this article.

5. A vacancy in the department chairpersonship may also occur by reason of resignation, disability or death. A Department Chairperson who leaves such office and returns to the bargaining unit shall be treated like all other bargaining unit members by both the AAUP and the College.

6. When a vacancy in the position of Department Chairperson occurs, the Dean shall notify the full-time members of the Department and consult with them concerning such replacement. Such consultation shall include the academic criteria to be used in filling the vacancy. The Dean and the members of the Department shall examine credentials of applicants and interview candidates. Such consultation shall also include discussion of the candidates interviewed. The Dean shall nominate a person for filling such vacancy. If the majority of the Department does not concur in the designation of such nominee, the Dean shall nominate a second candidate. If a majority of the Department so requests and if there is a third candidate available who is willing to serve and who is acceptable to the Dean, then the Dean shall nominate a third candidate. The majority of the Department shall then choose between the two (or among the three) nominees of the Dean to fill such vacancy. An incumbent chairperson may not be

nominated by the Dean. The Dean shall be free to make a recommendation for filling the vacancy either from within or without the College, provided, however, that due consideration be given candidates from within and that no appointment from outside the College shall result in the loss of a bargaining unit position.

7. Department Chairpersons who are candidates for promotion and/or tenure shall be required to follow the same procedures as are applicable to bargaining unit members described in this Agreement. In such cases, the Chairperson's position on the Promotion and Tenure Committee shall be filled by a designee of the Dean. Such designee shall be in a field as close as possible to the candidate's field of teaching and research.

8. An acting chairperson may be appointed by the Dean after consultation with the Department for a period not to exceed one year. In the event a vacancy still exists at the end of one year, the Dean, with the consent of a majority of the Department, may continue the appointment of an acting chairperson on a year-to-year basis. An incumbent chairperson may not be appointed acting chairperson by the Dean.

9. The Dean shall notify each full-time member of the Department of the appointment of a Chairperson or an Acting Chairperson.

ARTICLE XI

ACADEMIC GOVERNANCE

A. Academic Policy Committees

1. School Academic Policy Committees. An Academic Policy Committee for each School will be constituted from the faculty and students of that School. Members of the Professional Athletic Staff, if elected, shall be eligible to serve as members of the School of Education Academic Policy Committee. Thus, the School of Liberal Arts and Science, the School of Business Administration, the School of Education, and the School for Continuing Studies will each have an Academic Policy

Committee. The Committees from the Schools of Liberal Arts and Science, Business Administration, and Education shall each be composed of four members of the bargaining unit from the respective Schools, two Department Chairpersons from the respective Schools, the Dean of the respective School, and a Student Government Association representative. The Academic Policy Committee of the School for Continuing Studies shall be composed of four members of the bargaining unit who regularly teach in the School for Continuing Studies, one Department Chairperson, one Associate or Assistant Dean of such School, the Dean of the School for Continuing Studies, and a Student Government Association representative.

The Deans of the respective Schools shall designate the Department Chairpersons and Associate or Assistant Dean who shall serve on such Committees, and may designate alternates to fill in for such persons as well as alternates to fill in for the Deans.

The bargaining unit members of the Committees and alternates for each committee will be elected by the respective members of the bargaining unit from each School except that the bargaining unit members of the Committee for the School for Continuing Studies will be elected by procedures designated by the AAUP. The AAUP will conduct such elections.

The Student Government Association shall select its representatives.

From among the full-time bargaining unit members, each School Academic Policy Committee shall elect a chairperson and a liaison to the College Academic Policy Committee. The Committee may elect a permanent Secretary, but if no one agrees to serve, the position of Secretary shall be rotated in accordance with past practice.

2. College Academic Policy Committee

The Academic Policy Committee for the College shall consist of 13 persons, as follows:

Seven members of the bargaining unit, with two each from the School of Liberal Arts and Science, Business Administration, and Education, and one elected from the School for Continuing Studies and the Library; the Deans of the Schools; the Vice President for Academic Affairs and Provost; and a representative of the Student Government Association. Three bargaining unit members of the Committee are the liaison members of the School Academic Policy Committees specified above. One liaison member will be elected by the bargaining unit members of the School for Continuing Studies and Library Academic Policy Committees. Three bargaining unit members of the Committee and alternates will be elected by the respective members of the bargaining unit from the School of Liberal Arts and Science, School of Business Administration, and the School of Education. The AAUP will conduct such elections.

The Student Government Association shall select its representative.

The Deans and Vice President for Academic Affairs and Provost may designate alternates to fill in for them at Committee meetings.

From among the bargaining unit members, the College Academic Policy Committee shall elect a chairperson.

The bargaining unit members of the College Academic Policy Committee shall appoint the bargaining unit members of subordinate committees.

3. Any School or College Academic Policy Committee positions designated for bargaining unit members which positions are not filled as aforesaid shall remain vacant until filled with no change in the voting requirements set out hereafter.

B. Scope of Jurisdiction

1. School Academic Policy Committee. The School Academic Policy Committee shall have the primary responsibility for the initial formulation

and development of new academic policy for the School.

Before the academic policy developed by the School Academic Policy Committee or Library Academic Policy Committee may be implemented, the following procedure shall be followed:

(a) Copies of the proposed policy shall be distributed to all other School Academic Policy Committees and to the College Academic Policy Committee.

(b) The other School Academic Policy Committees shall have a period of thirty (30) days from receipt of the proposed policy to advise the enacting Committee that there will be a substantial adverse impact created by the proposed policy. The affected Academic Policy Committee(s) shall meet with the enacting Committee in an effort to adjust and resolve any such impact.

(c) If not resolved as a result of the discussions at such a meeting, a School Academic Policy Committee may request that the College Academic Policy Committee consider the matter and serve as a mediator in attempting to adjust and resolve any such impact. The College Academic Policy Committee shall act only upon the written request from a School Academic Policy Committee, which request shall be accompanied by written documentation of the substantial adverse impact of the proposed policy;

(d) The College Academic Policy Committee shall then meet with each of the affected School Academic Policy Committees and attempt to mediate the dispute. If the College Academic Policy Committee is unable to resolve the dispute to the satisfaction of the affected School committees, it shall submit a written summary of the matter and a recommendation to the Vice President for Academic Affairs and Provost, who shall make a final determination to resolve the dispute. If he does not follow the recommendation of the College Academic Policy Committee, he shall furnish to it written reasons for his determination.

The Library Academic Policy Committee shall also participate in the policy distribution and response procedures described above.

The School Academic Policy Committees shall have jurisdiction over the following matters:

1. Student advising;
2. Curriculum;
3. Course review and approval;
4. Grading standards;
5. Academic standing;
6. Degree requirements;
7. Major and minor program requirements;
8. Honors standards;
9. Subordinate committee creation, deletion and oversight;
10. Methods of instruction;
11. Academic aspects of orientation for new students;
12. Decisions to pursue and maintain accreditation;
13. High School course requirements for applicants for admission to Rider College in programs in such School.

Notwithstanding the foregoing, upon the agreement of the Dean and five other members of a School Academic Policy Committee, other than the Student Government Association representative, such Committee may extend the scope of its jurisdiction to other matters not set forth on the foregoing list.

Matters not within the scope of the jurisdiction of a Committee, as aforesaid, nor added thereto by the required number of votes, may be considered and discussed by the Committee, but will not be subject to the procedures set out hereafter, nor may the Committee adopt binding policies with respect thereto.

2. College Academic Policy Committee. The College Academic Policy Committee shall have the primary responsibility for the formulation and development of the College's academic policy with respect to the following matters:

1. Student advising;
2. Curriculum;
3. Course review and approval;
4. Grading standards;
5. Academic standing;
6. Degree requirements;
7. Major and Minor program requirements;
8. Honors standards;
9. Subordinate committee creation, deletion and oversight;
10. Methods of instruction;
11. Academic aspects of orientation for new students;
12. Academic aspects of the College calendar pertaining to length of class sessions, length of the school term, final examination periods, and reading days;
13. Library support of academic programs;
14. High school course requirements for applicants for admission to Rider College.
15. Admissions policies and programs.*

*Subject to restriction on page 43

Notwithstanding the foregoing, upon a vote of nine members of the Committee, other than the Student Government Association representative, such Committee may extend the scope of its jurisdiction to other matters not set forth on the foregoing list.

Matters not within the scope of the jurisdiction of the Committee, as aforesaid, nor added thereto by the required number of votes, may be considered and discussed by the Committee, but will not be subject to the procedures set out hereafter, nor may the Committee adopt binding policies with respect thereto.

C. Committee Procedure

During the academic year, committees shall normally meet at least twice a month. Each Committee other than the School for Continuing Studies Academic Policy Committee shall call a faculty meeting at least once a semester.

Upon the request of any Committee member, Committee voting shall be by secret ballot. Minutes shall be limited to a list of the topics discussed, the actions taken, if any, in regard to such topics, a brief recital of the substance of such discussions and debate relating to such topics, and the proposed agenda for the next meeting.

Minutes of each School Committee will be distributed to each Department, with a sufficient number of copies for each full-time member of the Department. Distribution to part-time faculty will be handled by the School for Continuing Studies. The College Academic Policy Committee will distribute copies of its minutes to each School for distribution to all members of the faculty in each School. The College shall provide for such distribution.

D. Committee Enactment of Policies.

1. School Academic Policy Committees.

School Academic Policy Committees may enact academic policy with respect to matters within the scope of their jurisdiction, as set out above, by a vote of at least five members of the Committee, subject to the requirements for the closing of debate, and the limitations on the implementation by the College of any such enacted policy as set out hereafter.

A proposed academic policy may be brought to a vote concerning its enactment only in one of the following ways:

a. A vote of at least four members of the committee, including the Dean, in favor of curtailing discussion and debate and voting on the proposed policy;

b. A vote of at least four members of the committee, not including the Dean, in favor of curtailing discussion and debate and voting on the proposed policy, in which case such a vote concerning the enactment of the proposed policy may only occur if (i) committee meetings in three

Separate months have included discussions of the proposed policy and (ii) an arbitrator, in accordance with the following procedure, has directed that discussion on such policy be concluded and a vote concerning enactment of the policy take place. The arbitrator shall be an individual from the panel of arbitrators contained in the "Grievance and Arbitration Procedure" article of this Agreement, and shall be selected from such panel by the committee members voting in favor of curtailing discussion and debate (the otherwise secret ballot shall be an open vote if at least four committee members, not including the Dean, have voted in favor of curtailing discussion and debate). In such case, the committee members favoring curtailment of discussion and debate and those members of the Committee opposing such curtailment shall prepare and exchange statements in support of their respective positions within ten days of the meeting at which at least four committee members (not including the Dean) voted to curtail discussion. Within 17 days of such meeting, the respective groups of committee members shall transmit to the designated arbitrator their statements in support of their respective positions, revised and supplemented as they deem appropriate, and shall also forward copies thereof to the other members of the committee. No hearing or testimony before the arbitrator shall be required, and the arbitrator's authority shall be strictly limited to either directing that discussion and debate be curtailed and a vote be taken on the enactment of the proposed policy, or that discussion and debate be continued. The arbitrator shall not be authorized to place a time limit or any other limit on further discussion and debate, if he directs that discussion and debate be continued.

2. College Academic Policy Committee.

The College Academic Policy Committee may enact academic policy with respect to matters within the scope of its jurisdiction, as set out above, by a vote of seven members of the Committee, subject to the requirements for the closing of debate, and the limitations on the implementation by the College of any such enacted policy, as set out hereafter.

A proposed academic policy may be brought to a vote concerning its enactment only in one of the following ways:

a. A vote of at least eight members of the Committee in favor of curtailing discussion and debate and voting on the proposed policy;

b. A vote of seven members of the Committee in favor of curtailing discussion and debate and voting on the proposed policy, in which case such a vote concerning the enactment of the proposed policy may occur only if (i) Committee meetings in three separate months have included discussions of the proposed policy and (ii) an arbitrator, in accordance with the following procedure has directed that discussion on such policy be concluded and a vote concerning enactment of the policy take place. The arbitrator shall be an individual from the panel of arbitrators contained in the "Grievance and Arbitration Procedure" article of this Agreement and shall be selected from such panel by the seven Committee members voting in favor of curtailing discussion and debate (the otherwise secret ballot shall be an open vote if seven Committee members [but only seven] have voted in favor of curtailing discussion and debate). In such a case, the seven Committee members favoring curtailment of discussion and debate and those members of the Committee opposing such curtailment shall prepare and exchange statements in support of their respective positions within ten days of the meeting at which seven Committee members voted to curtail discussion. Within 17 days of such meeting, the respective groups of Committee members shall transmit to the designated arbitrator their statements in support of their respective positions, revised and supplemented as they deem appropriate, and shall also forward copies thereof to the other members of the Committee. No hearing or testimony before the arbitrator shall be required, and the arbitrator's authority shall be strictly limited to either directing that discussion and debate be curtailed and a vote be taken on the enactment of the proposed policy or that discussion and debate be continued. The arbitrator shall not be authorized

to place a time limit or any other limit on further discussion and debate if he directs that discussion and debate be continued.

Notwithstanding the foregoing, the Committee may enact academic policy with respect to Admissions policies and programs (Item 15 on the above list of jurisdictional subjects) only by a vote of eight or more members of the Committee, excluding the Student Government Association representative.

Each Fall the Director of Admissions or his designee shall appear before the committee to address it with respect to recently enrolled students and current admissions strategies.

E. Information

In order that committee discussions be well-informed, each Committee member shall supply to the Committee that non-confidential information which is reasonably available to him and which bears on matters of academic policy under discussion.

F. Eligibility for Committee Membership

Eligibility to fill bargaining unit positions on the College or School committees shall be limited, except for adjunct member(s) of the School for Continuing Studies Academic Policy Committee, to persons who have completed at least two years of full-time academic service at the College. Bargaining unit members who serve as regular members of one Academic Policy Committee may not simultaneously serve as regular members of another Academic Policy Committee, except that one member of each School Committee shall serve on the College Committee.

G. Term of Office; Vacancies

Bargaining unit members who serve as regular or alternate members of the College or School committees shall serve for two year terms, with initial terms on a staggered basis. In the event of a bargaining unit vacancy on such a committee

resulting from resignation, death, or other unavailability of a bargaining unit committee member, the vacancy shall be filled by a special election among the affected bargaining unit members with such election to be conducted by the AAUP.

H. Scope of Academic Governance

The College agrees that new academic policies pertaining to matters at the School level, listed in Section B, Subdivision 1, and at the College level, listed in Section B, Subdivision 2, will not be adopted unless they have been enacted in accordance with the provisions of this Article. The following matters shall be the primary responsibility of School Academic Policy Committees: oversight of requirements for degrees within the school, procedures for academic advising, procedures regarding academic standing, and approval of course proposals. Policy Committees shall not intrude into areas of professional competence traditionally the responsibility of the Department and/or individual faculty members.

I. Implementation of Enacted Academic Policies

1. Within thirty days of the enactment of an academic policy by either a School or the College Academic Policy Committee, the College agrees either to implement the enacted policy or to give notice to the members of the Committee which enacted the policy and to the AAUP of its intention either to implement or not implement the enacted policy.

2. The College shall implement policies duly enacted under this Article, except for the following reasons:

(i) Demonstrable impact on College finances or resources, which is substantial in terms of the program(s) which the policy impacts;

(ii) Demonstrable impracticability

resulting from the policy's impact on College administrative procedures;

(iii) Demonstrable incompatibility with other separate, but related, existing College policies not included in the policy under review;

(iv) Demonstrable conflict with laws, governmental regulations, or licensure requirements;

(v) Inconsistencies with provisions of this Agreement;

(vi) The enacted policy affects terms and conditions of employment.

3. In the event of an election by the College not to implement an academic policy duly enacted under this Article, the College shall provide the appropriate Committee and the AAUP within forty-five days of the enactment of the policy written reasons explaining such election.

4. In the event that the AAUP grieves the College's election not to implement a duly enacted academic policy, and the matter is referred to arbitration, upon proof by the AAUP that the College knowingly withheld from the Committee reasonably available and pertinent information during the course of Committee discussion of the enacted policy, the arbitrator may disregard any reason for nonimplementation based on such information. The arbitrator shall have the authority to direct implementation.

5. During a thirty-day period after the College either commences implementation of a newly enacted academic policy or gives notice of its intention to implement the enacted policy, as referred to in Subdivision 1 of this Section, the College may give notice to the members of the Committee which enacted the policy and to the AAUP that, because of another conflicting policy brought to its attention after previously implementing or giving notice of its intention to implement the new policy, the College declines to

implement the newly enacted policy. In such event, the newly enacted policy may be reconsidered by the Committee which enacted it so as to attempt to modify and adjust the policy (and the conflicting policy if it is within the scope of the jurisdiction of the Committee) to avoid conflict between the policies.

ARTICLE XII

PERSONNEL FILES

1. Location of Files - Personnel files for all members of the bargaining unit shall be kept in the offices of the Vice President for Academic Affairs and Provost.

2. Contents - The contents of these files will be restricted to correspondence or documents received from the member of the bargaining unit or to correspondence or documents of which the bargaining unit member has received a copy. Bargaining unit members may reply, in writing, to any correspondence or documents placed in their files and such response shall be retained in their files as long as the correspondence or documents to which the response relates is similarly retained in the files.

3. Availability to Bargaining Unit Members - Each bargaining unit member may inspect his personnel file at the office of the Vice President for Academic Affairs and Provost by appointment on reasonable notice. The bargaining unit member may not remove any materials from these files but may obtain copies of any part or all of the material contained in his personnel file upon payment of the cost of reproduction thereof.

4. Access to Contents - Each personnel file shall be available only to the named bargaining unit member to whom it relates, the appropriate members of the administration for relevant and pertinent information in applicable situations or

Trustees of the College in appropriate or applicable circumstances.

5. Pre-appointment files containing information about bargaining unit members shall be maintained on a confidential basis and shall not be accessible to the bargaining unit member involved or to any committee or individuals for the purposes of reappointment, evaluation, promotion, tenure, or discipline, suspension or discharge.

6. Other files or records pertaining to bargaining unit members, such as files maintained by a Dean or a Department Chairperson, shall be available, in accordance with the terms of Section 3, to the bargaining unit member to whom it relates and the appropriate members of the administration for relevant and pertinent information in applicable situations, other than for the specifically excluded uses referred to in the preceding paragraph.

7. In the event a member of the bargaining unit requests, in writing, that any item or items be deleted from such bargaining unit member's personnel file, and if the College agrees to such deletions, each item or items shall thereafter be deleted. Documents which a tenured bargaining unit member requests, in writing, be removed from his personnel file shall be removed at the expiration of a two-year period from the date of such request, unless the College agrees to such removal at an earlier time. However, notwithstanding the foregoing, in no event shall the following documents be subject to such removal:

- (a) appointment letters and non-reappointment letters;
- (b) staff information forms;
- (c) any report(s) from Promotion and Tenure Committees concerning such individual.

8. In the event the College receives allegations of professional misconduct by a bargaining unit member, the Vice President for Academic Affairs and Provost will evaluate such

allegations and make a preliminary determination as to whether statements of such allegations shall be placed in the bargaining unit member's personnel file. If he determines that such statements shall be placed in the personnel file, he shall so advise the bargaining unit member, who may either elect to schedule a meeting with the Vice President for Academic Affairs to discuss the matter or to submit a written response to the allegations for inclusion in the file. If such a meeting is held and, thereafter, the statements of such allegations are placed in the file, the bargaining unit member may then submit a written response to the allegations for inclusion in the file.

ARTICLE XIII

LAY-OFF

A. The College may lay off members of the bargaining unit because of either financial exigency or the demonstrated financial need to eliminate or curtail programs or courses of instruction to protect the well-being of the College. In the event of such a lay-off by the College, the College shall be required to provide to the AAUP the following:

1. Written notice of lay-off, together with documenting evidence supporting the conclusion that one or both of the above reasons for lay-off exists;

2. A proposed lay-off plan identifying the number of lay-offs needed, the departments (or disciplines in multi-disciplined departments), or professional staffs to be eliminated or curtailed, and the bargaining unit positions proposed for lay-off in accordance with the order of lay-off provided for in this Article;

3. Evidence demonstrating that there has been, or will be contemporaneously with the lay-off of bargaining unit members, other reasonable and prudent savings effected by the College through means other than by the lay-off of members of the bargaining unit.

B. Within the twenty-one day period following the College's notice to the AAUP, as aforesaid, representatives of the College and the AAUP shall meet to discuss and confer concerning the College's proposed lay-off plan.

C. The AAUP may refer the matter to arbitration, but notice to arbitrate must be given within two days of the expiration of the aforesaid twenty-one day period following the College's notice to the AAUP. The grievance procedure steps prior to arbitration, as set forth in Article XXI, shall be omitted, and the matter shall, if AAUP proceeds to arbitration, immediately be referred to an arbitrator selected by AAUP from the panel listed in Article XXI. Upon receipt of a notice of submission to arbitration from AAUP, or after the expiration of the twenty-one day period, as aforesaid, the College may give notice of lay-off to the affected bargaining unit members.

D. In the event of such an arbitration, the College and the AAUP shall each submit to the designated arbitrator their respective proposals as to the appropriate number of lay-offs, if any, and the arbitrator shall be absolutely required to adopt and accept either the proposal of the College or that of AAUP as to the appropriate number of lay-offs, if any. The parties' final proposals shall be the subject of a hearing before the arbitrator. At the same hearing, the AAUP may also raise issues with respect to whether the procedure under this Article has been followed by the College and whether the College's proposed lay-offs conform to the required order of lay-offs as set forth in this Article. The arbitrator shall not have any authority to pass on any other issues relating to the proposed lay-off.

E. Lay-offs of bargaining unit members within an affected department (or discipline in a multi-disciplined department) under this Article shall take place in the following order:

- (i) Part-time members of the bargaining unit;
- (ii) Bargaining unit members retained

- beyond the mandatory age of retirement;
- (iii) Non-tenured members of the bargaining unit based on the inverse order of seniority;
 - (iv) Tenured members of the bargaining unit based on the inverse order of seniority.

During this Agreement, the Departments which are multidisciplined and their separate disciplines are as follows:

<u>Department</u>	<u>Disciplines</u>
Fine Arts	Art, Music, Theatre
Foreign Languages	French, German, Russian, Spanish
Math/Physics	Math, Physics
Communications	Journalism, Speech
Business Policy and Social Environment	Business Law, and Legal Environment

F. Seniority, for purposes of this Article, shall be computed based on a bargaining unit member's last date of commencement of employment. In computing seniority, authorized leaves of absence, either full or part-time, from the College for personal or professional reasons, shall be counted as years of service. Members of the bargaining unit who have engaged in other service at the College shall have such period of other service at the College treated as follows:

(i) Department chairpersons, during the period they serve in such capacity, shall continue to accrue seniority as if they were members of the bargaining unit.

(ii) Persons, other than department chairpersons, who are tenured and who are employed as of the date of this Agreement, shall, during the period of such other service at the College, continue to accrue seniority as if they were members of the bargaining unit.

(iii) Persons, other than department chairpersons, who are not tenured and who are employed as of the date of this Agreement, shall, during the period of such other service at the College, accrue seniority at one-half the rate of regular full-time members of the bargaining unit for the three-year period commencing September 1, 1982 and, after the expiration of such three-year period, shall no longer continue to accrue any seniority for any further period of such other service at the College.

(iv) Persons, other than department chairpersons, who are not employed by Rider College as of the date of this Agreement shall not accrue any seniority for any period of such other service at the College.

In the event that two or more members of the bargaining unit have equal seniority under this Article and one or more of such persons are subject to lay-off under this Article, then such tie in seniority shall be resolved by a random selection method, such as drawing the names from a hat with the first such name being deemed the least senior, etc. Representatives of AAUP shall be present at any such random drawing.

G. Bargaining unit faculty members in an affected Department or Discipline shall not be laid off while bargaining unit work is being performed by any non-bargaining unit members in such department or discipline. Bargaining unit members of a professional staff in an affected area of the College shall not be laid off while their uniquely professional duties are being performed in such affected area by any non-bargaining unit members.

H. For purposes of this Article, written notice of lay-off for bargaining unit members with two or more years at the College shall be given by October 1 to take effect the following August 31. The standards of notification referred to in Article IX, Section 6 (i), (ii), shall apply to all other bargaining unit members who are laid off.

I. Before proposing a lay-off plan under this

Article, the College shall consider alternate service for tenured bargaining unit members otherwise subject to lay-off, which alternate service may include professional part-time non-teaching responsibilities, or professional full-time non-teaching responsibilities. In addition to the foregoing, tenured bargaining unit members being laid off shall, on written request to the Dean, be given the opportunity to transfer to another Department or Discipline, provided that they are academically qualified to teach in such other Department or Discipline and provided that as a result of the transfer, no other bargaining unit member with greater seniority shall be laid off as a result thereof. A final decision as to whether a particular bargaining unit member is academically qualified to teach in a particular Department or Discipline shall be made by the Dean after consultation with the members of the Department or Discipline to which such bargaining unit members seek assignment.

J. The College will make available to the AAUP any reasonably available data relevant to the proposed lay-off at the time that it gives notice to the AAUP of its election to lay-off bargaining unit members. Data relevant to the proposed lay-off which becomes available thereafter will also promptly be made available to the AAUP. No data relevant to the proposed lay-off will be submitted by the College to an arbitrator to whom the subject of the proposed lay-off has been submitted, unless such data have previously been made available to the AAUP.

K. Recall from lay-off in an affected department or discipline shall be by groups as follows:

- (i) Tenured bargaining unit members by order of seniority;
- (ii) Non-tenured bargaining unit members by order of seniority;
- (iii) Bargaining unit members retained beyond the mandatory age of retirement;
- (iv) Part-time bargaining unit members.

In order to be entitled to recall from lay-off, bargaining unit members laid off under

this Article shall be required to make an annual written request to the College for reinstatement or recall, which written request shall also set forth the bargaining unit member's address to which notification of reinstatement or recall may be sent. A copy of such annual request shall also be forwarded by the bargaining unit member to the AAUP. Bargaining unit members laid off under this Article shall have recall rights hereunder for a period of three years from the date of lay-off. The College shall give reasonable notice of any such offer of reinstatement or recall to the bargaining unit member at the address in his last request, or, if prior to the receipt of any such request, to the address contained in the College's records for such bargaining unit member.

A bargaining unit member who is recalled after lay-off shall be reinstated to his former tenured status, his former rank and title, his years of seniority accumulated prior to lay-off, and salary at least equivalent to that salary he was receiving immediately prior to lay-off plus all additional base salary increments which he would have received had his years of service at the College not been interrupted by lay-off.

A tenured bargaining unit member who is laid off under the provisions of this Article shall be permitted to enroll in a graduate program at Rider College, free of any applicable tuition charge, provided that the bargaining unit member qualifies for admission to such graduate program. This benefit to laid-off bargaining unit members shall be available only while such persons are on the three-year recall list and, if recalled sooner, such bargaining unit member shall thereupon be subject to all restrictions otherwise imposed on bargaining unit members actively employed by the College.

Subject to the provision of Article XXX, the College shall continue to provide to dependents of tenured bargaining unit members laid off under this Article and to dependents of non-tenured professional staff members who are not on a terminal appointment and with more than six years of service at the College who are laid off tuition

remission assistance benefits at Rider College only. Such benefits shall continue in effect only for the three-year period while such bargaining unit members have recall rights under this Article.

L. By October 1 of each academic year, the College shall supply to the AAUP a current seniority list of full-time bargaining unit members and a list of part-time bargaining unit members.

M. Reductions in the size of the bargaining unit resulting from attrition, such as retirement, resignation, leaves of absence or forms of non-renewal of bargaining unit members shall be excluded from the provisions of this Article.

ARTICLE XIV

LIBRARIANS

1. Ranking System for Librarians

Librarians shall hold faculty rank as well as the title of Librarian, e.g., Assistant Professor Librarian. Librarians shall be appointed and/or promoted to one of five ranks: (a) Instructor-Librarian; (b) Assistant Professor I-Librarian; (c) Assistant Professor II-Librarian; (d) Associate Professor-Librarian; (e) Professor-Librarian.

These ranks will be awarded on the basis of the standards described below. Newly hired librarians with previous experience and advanced training may be appointed to any rank, depending upon their qualification.

2. Standards for Ranks

A. Instructor-Librarian

This is the entry level for a librarian who has little or no experience. Appointment to this rank will be on a year-to-year basis for a maximum of four years, with the fourth year a terminal appointment if the librarian has not been

promoted. The minimum qualification for this rank will be a master's degree in library science (hereinafter the "M.L.S.").

B. Assistant Professor I - Librarian

The minimum qualifications for this rank include the M.L.S., prior professional library experience, and demonstrated competence in performance of assigned jobs, as well as involvement in library activities beyond the scope of the position, and involvement in and contributions to the greater college community. At this rank, possession of a graduate degree in a subject field (other than library science) is desirable. Appointment to this rank will be on a year-to-year basis for a maximum of three years, at which time the individual will be given a second term appointment (Assistant II) or a terminal appointment.

C. Assistant Professor II - Librarian

The minimum qualifications for this rank include the M.L.S., a graduate degree in a subject field (other than library science) and demonstrated continuing professional growth and development. A second term appointment (Assistant II) will be for a period not to exceed three years, at which time the individual will be promoted to the rank of Associate Professor-Librarian or given a terminal appointment.

D. Associate Professor - Librarian

This is the first senior rank of librarians at Rider College. The minimum qualifications for this rank include the M.L.S., a graduate degree in a subject field (other than library science), demonstrated evidence of scholarly activities and contributions to the library profession, and effective support of the teaching-learning process at Rider College, as well as value to the Library and College.

E. Professor - Librarian

This is the highest rank of librarian at Rider College. Those who hold this rank are expected to exemplify distinguished achievement in the effective support of the teaching-learning process at Rider College, and to demonstrate scholarly activities and contributions to the library profession, and value to the Library and the College. The M.L.S., a graduate degree in a subject field (other than library science), and ten (10) years of professional library experience are required.

3. Assignment of Present Librarians to Ranks

The parties agree that the current bargaining unit members of the library staff will be assigned to the above ranks.

4. Promotion and Tenure of Librarians

The Promotion and Tenure Committee for Librarians shall consist of the Vice President for Academic Affairs and Provost, the Associate Provost, the College Librarian, three tenured librarians selected by the librarians, and the standing member of the bargaining unit selected to serve on the College Promotion and Tenure Committee.

To be eligible for tenure, a librarian must possess the M.L.S., a graduate degree in a subject field (other than library science), and must document significant professional contributions and value to the operation of the library. Such documentation shall include evidence of continuing effective support of the teaching-learning process and of professional and scholarly contributions to library science or the respective disciplines of the librarians. Value to the College shall also be a criterion.

Reference to a graduate degree in a subject field other than library science, both for purposes of promotion and tenure, shall be deemed to include a doctorate in library science.

Except as described above, the other applicable procedures described in Article VII, "Promotion and Tenure," shall apply to promoting and tenuring librarians, including timetables and procedure for appeals, as well as the requirement that the probationary period prior to the award of tenure shall not exceed seven years of full-time professional library experience at the college level, including such full-time professional library experience at other institutions of higher education, except that such prior full-time experience at other institutions of higher education in excess of three years will not be considered. Also applicable is the provision that the failure to receive tenure after six years of full-time professional library experience at the college level, as aforesaid, will mean that any continued employment beyond the seventh year will be either on a part-time basis or in a non-faculty and non-professional librarian position, with no tenure resulting from such continued employment.

However, notwithstanding the foregoing, the parties agree that the foregoing requirements relating to achieving of tenure by the seventh year shall have no application to librarians who were members of the bargaining unit prior to the effective date of this Agreement. Similarly, requirements relating to successful applications for promotion to Assistant Professor II - Librarian or to Associate Professor - Librarian after a period not to exceed three years each, with the alternative being a terminal contract, shall also have no application to librarians who were members of the bargaining unit prior to the effective date of this Agreement.

5. Lay Off of Librarians

The need to lay off members of the library staff because of either financial exigency or demonstrated financial need for curtailment of service or programs in the Rider College Library shall conform to the process described in Article XIII.

6. Non-Reappointment of Non-Tenured Librarians

The procedure and standards of notification specified in Article IX, "Annual Re-appointment and Non-Reappointment of Non-Tenured Bargaining Unit Members" shall apply to the annual reappointment of non-tenured librarians with fewer than seven years of employment at Rider College, except that when the initial appointment occurs during an academic year, such librarian shall be entitled to at least three months' notice. For non-tenured librarians with seven or more years of employment at Rider College, in the event of non-reappointment, at least twenty-four months' notice prior to the date of termination shall be given by the College.

7. Academic Policy Committee for Librarians

The librarians will elect three librarians to an Academic Policy Committee for the Library (hereinafter "LAPC"). The College Librarian and Associate College Librarian will be standing members of LAPC. The librarian members will serve two-year terms.

LAPC shall serve as the sole consultative and advisory academic policy body with respect to policy matters affecting the Library. LAPC shall also have the responsibility to formulate proposed library policies with potential impact on one or more of the Schools and to convey such proposed policies to the appropriate School or College Academic Policy Committee.

No newly adopted policy affecting the Library will be implemented until LAPC has been afforded a reasonable opportunity to fulfill its consultative and advisory responsibility hereunder.

In addition to the foregoing, LAPC shall have the primary responsibility for the formulation and development of the Library's academic policy with respect to the following matters:

1. Allocation of travel funds and time for professional development;
2. Space allocation (placement of collections in the library);
3. Editorial review of public relations printed materials;
4. Treatment of special collections.

The provisions of Article XI, Section I ("Academic Governance - Implementation of Enacted Academic Policies") shall apply to policies formulated and developed by LAPC.

8. Working Conditions

(a) The College shall discuss with the AAUP any changes of scheduled hours of work before such changes are put into effect. In case the AAUP disagrees with any such change, grievances may be directed by AAUP immediately to the second step of the grievance procedure.

(b) Librarians shall not be required to perform duties normally performed by non-bargaining unit members. The Library shall not be open for more than three (3) hours per day without a librarian on duty.

(c) Librarians shall be entitled to time for attendance at AAUP meetings, provided that one reference librarian shall remain on duty at the library during such meetings. If a librarian is elected to an AAUP office, the librarian shall receive time to attend AAUP Executive Council meetings as well as AAUP chapter meetings.

(d) Librarians shall have paid holidays as follows:

New Year's Day
 Memorial Day
 Independence Day
 Labor Day
 Thanksgiving Day
 Day After Thanksgiving Day
 Christmas Day
 Friday during spring recess

(e) Librarians shall be entitled to twenty (20) paid days of vacation annually. Librarians may accumulate and carry over to a subsequent year up to a maximum of five (5) days of paid vacation, provided that the staffing needs of the Library are met at the time that such carry-over vacation is to be taken.

ARTICLE XV

PROFESSIONAL ATHLETIC STAFF

1. Governance

a. Athletic Council: Faculty and administrative membership of the Athletic Council shall include four members of the administration chosen by the College and four members of the bargaining unit appointed by the AAUP, at least two of whom shall be members of the professional athletic staff.

b. Academic Policy Committees:

(1) Members of the professional athletic staff shall be eligible, if elected, to serve as members of the School of Education Academic Policy Committee and, if elected by the bargaining unit members of such committee, to serve as members of the College Academic Policy Committee.

(2) In addition, two members of the professional athletic staff shall serve as ad hoc members of the College Academic Policy Committee as defined in Article XI, "Academic Governance," when it is considering matters concerning the athletic program. When such professional athletic staff members have occasion to meet with the College Academic Policy Committee, the Director of Athletics shall join the meetings.

2. Appointments

The procedures specified in Article VI

("Appointments") shall apply to the hiring of professional athletic staff members.

3. Annual Reappointment and Non-Reappointment of Athletic Staff

The procedures specified in Article IX, "Annual Reappointment and Non-Reappointment of Non-Tenured Bargaining Unit Members" shall apply to the annual reappointment of all full-time members of the professional athletic staff for the first six years of such full-time employment at Rider College. Thereafter, full-time members of the professional athletic staff will be annually evaluated under the procedures set forth in Article XVII. After a full-time professional athletic staff member has completed six years of full-time service at Rider College, non-reappointment of such staff member (other than under the procedures of Article VIII, "Dismissal and Suspension") shall occur as follows:

When, in the judgment of the Director of Athletics, the performance of a full-time member of the professional athletic staff has not continued at an acceptable level with respect to his contributions to the entire program of the Athletic Department and the College community, leadership in sportsmanship, ethical standards, human development, and participation in clinics, seminars, workshops, or institutes, the Athletic Director shall give notice to the staff and the affected bargaining unit member, with a statement of his reasons for such conclusion. The staff will then meet to consider the matter and will provide an opportunity for the affected staff member to meet and discuss the matter with the staff. Within 30 days of the receipt by the staff of the notice from the Director, the staff shall make a written recommendation to the Vice President for Academic Affairs and Provost. Copies of such recommendation, together with the statement of the Director and any written statement submitted by the affected staff member, shall be transmitted to the Vice President for Academic Affairs and Provost, the Director of Athletics, the AAUP, and the affected staff member. The Vice President for Academic Affairs

and Provost shall then make a determination as to whether or not the affected staff member shall be reappointed and shall provide to all parties written substantive reasons for his decision. Notice of non-reappointment, as required under this Article, shall be effective upon transmittal of the determination of the Vice President for Academic Affairs and Provost to the affected staff member, if such determination is that the staff member shall not be reappointed. The determination of the Vice President for Academic Affairs and Provost shall be subject to the Grievance and Arbitration provisions of this Agreement.

4. Notice of Non-Reappointment

The following periods of notice shall be given by the College in the event of non-reappointment hereunder:

- a. For members of the professional athletic staff with fewer than seven years of service, the standards of notification for reappointment specified in Article IX, "Annual Reappointment and Non-Reappointment of Non-Tenured Bargaining Unit Members" apply.
- b. For members of the professional athletic staff with seven or more years of service, two years' notice shall be given.

5. Promotion of Athletic Staff Members

Members of the professional athletic staff shall be eligible for promotion from Athletic Staff I to Athletic Staff II and from Athletic Staff II to Athletic Staff III in accordance with the following requirements and procedures:

Requirements for Athletic Staff II:

- 1) A Master's Degree in an appropriate area,
- 2) A minimum of three years' service at Rider,
- 3) Effective performance in the following areas:

- a. Contributions to the entire program of the Athletic Department and the College community,
 - b. Demonstrated leadership in sportsmanship, ethical standards, human development, and positive contributions to the College's standing in the Community,
 - c. Documented evidence of professional growth.
- 4) Consideration shall also be given to:
- a. Recruitment activities involving prospective students, parents, counselors, school officials,
 - b. Speaking engagements and sports public relations,
 - c. Membership and participation in community organizations.

Requirements of Athletic Staff III:

- 1) Evidence of appropriate continuing education including, but not limited to, participation in clinics, seminars, workshops, or institutes, as well as appropriate accredited course work beyond the Master's degree.
- 2) A minimum of six years' service at Rider College.
- 3) Superior performance in the areas specified in paragraph 3 above.
- 4) Documented evidence of achievement in all three areas listed in 4 above.

Procedure

The Promotion Committee for the Professional Athletic Staff shall consist of the Vice President for Academic Affairs and Provost, the Associate Provost, the Director of Athletics, three Athletic Staff members with a minimum rank of Athletic Staff II selected by the Athletic Staff, and the standing member of the bargaining unit selected to serve on the College Promotion and Tenure Committee.

Candidates meeting the requirements for Athletic Staff II may apply for promotion in their third year or thereafter; candidates meeting the requirement for Athletic Staff III may apply in their sixth year of service or thereafter. In the event an application for promotion is denied, the candidate may not reapply for promotion until the expiration of an additional year of service at Rider College. In the event a second or subsequent application is denied, a candidate may make further application only at the end of a three-year period after such denial or if the candidate is nominated by the Director of Athletics.

Except as described above, the other applicable procedures for promotions described in Article VII above, including timetable and procedures for appeals, shall apply to promoting Athletic Staff members. The Director of Athletics shall perform the duties of the Department Chairperson under the promotion procedures of Article VII.

6. A member of the professional athletic staff assuming responsibilities of a head coach who formerly had assumed no head coaching responsibilities or who has his responsibilities extended to include an additional head coaching position shall receive twice the annual increment for which the professional athletic staff member would otherwise have been eligible.

7. Members of the professional staff shall not be required to drive College vans or other vehicles transporting College teams to locations more than 150 miles from the College.

8. The College agrees to indemnify and hold harmless all members of the professional staff who are assigned by the College to drive College vans or other vehicles transporting College teams from liabilities that may arise as a result of their performing such assignments, other than for acts of gross negligence or willful neglect.

9. The College agrees that the following Athletic Programs shall have a part-time assistant, which

may be a graduate assistant, a seasonal part-time athletic staff member, or an otherwise unassigned full-time staff member:

Athletic Training	Men's Varsity Baseball
Men's Varsity Soccer	Men's Varsity Track
Women's Varsity Field Hockey	Women's Varsity Softball
Women's Varsity Basketball	Men's Varsity Swimming
Women's Intramurals	Men's Varsity Wrestling
	Men's Intramurals

ARTICLE XVI

PART-TIME FACULTY

1. Promotion

Part-time members of the bargaining unit shall be eligible to apply for promotion after the completion of at least four semesters for promotion from Adjunct Instructor to Adjunct Assistant Professor, at least six semesters after appointment or promotion to Adjunct Assistant Professor for promotion to Adjunct Associate Professor, and at least six semesters after appointment or promotion to Adjunct Associate Professor for promotion to Adjunct Professor. All of the above requirements refer to teaching at the College during the fall and spring semesters.

Candidates shall apply for promotion by contacting the appropriate Department and making arrangements for evaluations by the Department Chairperson and the members of the Department. Such evaluations shall be forwarded to the appropriate School Promotion and Tenure Committee and the application shall be processed by such Committee in accordance with all of the procedures provided for in Article VII.

Standards for promotion shall be as follows:

(a) Evidence of effective teaching as required under Article VII for full-time members of the bargaining unit.

(b) Evidence of scholarly or appropriate professional activity.

(c) Evidence of contributions to the Department, Schools, or College.

Part-time members of the bargaining unit who teach graduate level courses shall be required to meet all of the standards for promotion established for full-time bargaining unit members in Article VII.

2. Faculty Rank

Possession of an adjunct faculty rank will not entitle an individual to the corresponding rank if such individual becomes a full-time member of the faculty. Instead, such individual shall be required to undergo the appointment procedure under Article VI and may be assigned such rank as may be appropriate.

3. Hiring

Part-time members of the bargaining unit who have taught an average of 12 hours per year during the regular terms for the previous three years shall be given priority in appointment for courses for which they are qualified.

ARTICLE XVII

EVALUATION

1. All evaluations relating to reappointment of non-tenured faculty, librarians and professional athletic staff. promotion, tenure and retention shall be conducted in accordance with the articles on Reappointment, Promotion and Tenure, Librarians, Professional Athletic Staff, and Lay-off contained in this Agreement.

2. The College and its faculty have a mutual concern and desire to maintain and enhance the professional stature of the teaching and the quality of education at Rider College. In order to pursue these mutual objectives, evaluations to improve or develop the professional performances

of individual bargaining unit members or other persons engaged in classroom teaching at Rider College shall be undertaken. For faculty, such evaluations shall include effectiveness of teaching, scholarly activity and value to the Department, School and College. Such evaluations shall be initiated at the departmental level. Each Department shall adopt the procedures for compiling a written evaluation of the individuals in the Department. Such written evaluations may include relevant information supplied by the individual and/or other Department members. The written evaluations shall be forwarded to the appropriate Dean and shall be placed in the individual's personnel file. Upon receipt thereof, appropriate academic administrators within the particular school shall prepare evaluations of such individuals, giving due deference to the written evaluations received from the Department. Such evaluations shall also be placed in the individual's personnel file. In the event that the Department shall fail to submit the written evaluation called for herein, the appropriate academic administrators may proceed to prepare a written evaluation of such individual, which shall be placed in the individual's personnel file. The individual shall receive copies of all such evaluations from the source of such evaluations and shall be entitled to reply to any such evaluations in writing and have such written reply placed in his personnel file. The individual shall be entitled to an interview with the appropriate academic administrators to discuss any such evaluations in the personnel file. A request for such an interview must be made in writing to the appropriate academic administrators within ten days of such individual's receipt of the aforesaid evaluation..

The same procedures shall be followed for bargaining unit members of the professional athletic staff subject to evaluation under this section, except that criteria for evaluation shall be as set out hereafter. The Director of Athletics shall act in the place of the Dean with respect to the procedures under this Article.

The criteria for evaluation of the

professional athletic staff shall include contributions to the entire program of the Athletic Department and the College community, leadership in sportsmanship, ethical standards, human development, and participation in clinics, seminars, workshops, or institutes.

3. Each adjunct bargaining unit member will be assigned to a Department for purposes of annual evaluation.

4. Each semester, it shall be the professional responsibility of each member of the faculty, for his professional development, to solicit the students' evaluations of each course section taught by such faculty member. Prior to the final week of classes each semester, each faculty member shall either deposit with his respective dean a copy of the form to be used for the semester's evaluations or a written description of the means by which he proposes to accomplish such evaluation.

ARTICLE XVIII

PAST PRACTICES

This article is intended to deal with matters not specifically referred to in other provisions of this Agreement. Except as modified by this Agreement, substantive past practices and policies in effect at the date of the execution of this Agreement, which affect terms and conditions of employment, shall be continued in effect. For the purpose of this Article, substantive practices shall be defined according to factors such as the impact on the number of bargaining unit members affected and/or the inherent quality of such policies or practices. If the continuation of any such practices or policies shall entail substantially increased expenditures, then the parties will attempt to resolve any disagreement concerning the continuation of such practices or policies, pursuant to the grievance procedures specified in this Agreement. In the event that such resolution cannot be arrived at through the grievance procedures, then the matter shall be determined by arbitration, as provided by this

Agreement. In reaching a determination of such an issue, the arbitrator shall balance the amount of substantially increased expenditures with the impact upon the unit member or members. In the event such arbitrator shall determine that the benefit of continuation of such past practice and policy shall outweigh such increased expenditure, he shall direct its continuation. In the event that he shall determine that such benefit does not justify the increased expenditure, he shall direct that such past practice or policy need not be continued in effect; or he may direct an alternative solution to the issue. In addition, a contention by AAUP that a substantive past practice or policy affecting terms and conditions of employment has not been continued in effect in violation of this Article may be processed under the grievance procedures including arbitration specified in this Agreement, even if continuation of such past practice or policy does not involve substantial expenditures of monies by the College.

ARTICLE XIX

MANAGEMENT RIGHTS

The authority and right of the Board of Trustees to govern the affairs of the College, except as modified or limited in this Agreement, is recognized by the AAUP. All management rights and functions, except those which are changed or modified by this Agreement, shall remain vested in the Board of Trustees. The power and duties of the Board of Trustees under the laws of this State and the Charter granted to this College shall not be impaired or limited, except as may be set forth in the provisions of this Agreement.

ARTICLE XX

AGENCY RIGHTS

1. Association Security: The parties recognize that this is an agency shop agreement, and in accordance with such it is understood that each bargaining unit member who is not a member of the AAUP shall, nevertheless, 30 days following commencement of employment or the execution date

of this Agreement, whichever is later, be required to contribute to AAUP as representation costs, an amount equivalent to such dues as are from time to time authorized, levied and collected from the general membership of AAUP. Bargaining unit members who are not members of AAUP and who file an affidavit with the College, together with a copy thereof with the AAUP to the effect that such individuals conscientiously object to participation in and support of collective bargaining activities on their behalf shall be required to make a contribution to the Rider College Memorial Scholarship Fund in an amount equivalent to the representation costs for which they would otherwise have been responsible. Upon payment of such contribution, a bargaining unit member shall have no further obligation under the provisions of this article for the balance of such academic year or, in the case of a part-time bargaining unit member, for the balance of such semester or season.

2. Enforcement: The parties recognize that the failure of any member of the bargaining unit to pay his dues or representation costs to AAUP or his in lieu contribution to the scholarship fund as aforesaid shall be deemed just and reasonable cause for the termination of such individual's employment and for the non-reappointment of such individual in a bargaining unit position at Rider College. The procedure to be followed in the event of a violation of the requirements of this Article shall be as follows:

a. The AAUP shall notify the member of the bargaining unit of non-compliance with the terms of this Article by certified mail, return receipt requested or by personal service. Said notice shall state the fact of non-compliance, shall quote the language and terms of this Article, and shall advise such individual that a 30-day period will be afforded for compliance. In addition, such notice shall indicate that failure to effect compliance within such 30-day period may result in a request being filed with the College by AAUP for the termination of such individual's employment and/or the non-reappointment of such

individual in a bargaining unit position at Rider College.

b. In the event that such member of the bargaining unit, after receipt of the aforesaid notice and the expiration of such 30-day period shall fail to comply with the requirements of this Article, the AAUP shall notify the College of such failure, in writing. The College shall then send a letter to such non-complying member of the bargaining unit, terminating his employment and advising him that he will not be appointed or reappointed to a bargaining unit position at Rider College. Such termination shall observe the standards of notification for other terminations referred to elsewhere in this Agreement. The AAUP agrees to indemnify and hold harmless the College against any and all expense, liability, damage, or loss, including attorney's fees, resulting from a termination under this Article, which termination is found to be wrongful by reason of any action or failure to act by the AAUP.

3. Dues Check-Off: The College will deduct from the salary of all full-time members of the bargaining unit AAUP dues or representation costs, as aforesaid, required to be paid by such full-time members of the bargaining unit upon the condition that AAUP furnish the College in due and proper form in conformity with the provisions of the Taft-Hartley Act and amendments thereto, authorization cards, in writing, duly executed by the full-time members of the bargaining unit permitting such deductions. Such deductions shall be made from the salary check due each such full-time member of the bargaining unit each month when dues or representation costs are due, and the College shall remit same to the AAUP no later than fifteen (15) days after the date of such deduction.

ARTICLE XXI

GRIEVANCE AND ARBITRATION PROCEDURE

(a) Purpose - The purpose of the article is to provide a prompt and efficient procedure for

the investigation and resolution of grievances as defined herein.

(b) Definition - A grievance may be an allegation by either the AAUP or the College that there has been a breach, misinterpretation or improper application of the terms of this Agreement. Except as set forth in subdivision (1), the grievance procedure provided for herein shall not include any complaints relating to appointments, reappointments (except as specifically set forth in Article XV), annual evaluations, academic governance (except as specifically set forth in Article XI), promotion and tenure, provided, however, that either party to this Agreement may file a complaint in the areas mentioned previously, solely on the basis that due process under the procedures set forth elsewhere herein with regard to appointment, reappointment, annual evaluations, academic governance, promotion and tenure, has not been followed. Such procedural complaint shall not be filed until the grievant has exhausted such appeals procedures as are provided for herein. In such cases, the Arbitrator's jurisdiction shall be limited to a determination, including appropriate remedies, as to whether the procedures called for herein have been adhered to so that due process as required under this Agreement shall not be violated. In the case of academic governance, questions as to whether a matter is within the scope of jurisdiction of an Academic Policy Committee are arbitrable hereunder.

(c) Grievance Procedure - Where special procedures relating to arbitration have been provided for elsewhere in this Agreement, they shall apply. Otherwise, the following procedure shall apply. Grievances may be filed by the AAUP on behalf of any member or group of members of the bargaining unit, or by the College. A written grievance by the AAUP must be filed in duplicate with the Dean or the Associate Dean of the respective School, the Vice President for Academic Affairs and Provost or the Associate Provost, or, in the case of the Library and Athletic Department, with the College Librarian or the Director of Athletics, or in the case of a grievance by the

College, with the President of the AAUP or other officers of the AAUP, within fourteen (14) calendar days after the event or state of facts giving rise to the grievance becomes known to the grieving party. However, in all cases the initiation of a grievance must be filed within ninety (90) calendar days after the occurrence of the facts upon which it is based.

Step One - The grievance must be stated in writing setting forth the basis therefor and the relief requested. A meeting regarding the grievance will be held within fourteen (14) calendar days from the date of filing of the grievance, between the bargaining unit member or members involved and a representative of the AAUP, and a representative designated by the College from the affected School, library or athletic staff. A decision shall be rendered in 7 days and the AAUP shall have 7 days thereafter to appeal to Step 2.

Step Two - If the response to Step 1 does not resolve the grievance, it may be appealed to the second step to the Vice President for Academic Affairs and Provost, by either side within seven (7) calendar days after the Step 1 decision has been rendered, and the Step 2 meeting shall be held within seven (7) calendar days after written notice of appeal from Step 1 has been delivered. The meeting at the second step of the grievance procedure shall include the Vice President for Academic Affairs and Provost of the College, the Dean, or their designees, and such other representatives for the College as the Vice President for Academic Affairs and Provost may designate, and representatives of the AAUP. It may include the bargaining unit member(s) involved. A decision shall be rendered within 14 calendar days after the Step 2 meeting.

Step Three - If the grievance is not

resolved at Step 2, then within thirty (30) calendar days after the determination reached at Step 2, either party may request arbitration. The parties shall bear equally the costs of such arbitration; however, each party shall bear its own costs for counsel fees, witness fees, and transcripts, if any. There shall be no outside arbitration with regard to issues arising in connection with appointment, reappointment, annual evaluation, academic governance, promotion and tenure, except as provided in paragraph (b) alleging violation of the procedural requirements assuring due process as set forth under the appropriate sections of this Agreement or as provided in subdivision d or as provided in Articles XI and XV. In the event either party to this Agreement alleges a violation of Article XXII, "No Strike, No Lockout," or alleges immediate irreparable injury to its interests, the aggrieved party may waive Steps 1 and 2 and proceed immediately to arbitration.

By mutual consent of the AAUP and the College in writing, any one or all of the steps provided for herein (except Step 3) may be waived, and the grievance may be submitted directly to arbitration in accordance with Step 3.

The decision of the arbitrator shall be final and binding on the parties. However, the arbitrator may not alter, modify, add to, or change the terms of this Agreement.

Arbitration hearings may be held on the Rider College campus or another mutually agreed-upon site.

Arbitrators shall be chosen from the following list which has been agreed upon by the parties.

Lewis Gill
Jay Kramer

Robert E. Light
Robert Mitrani

Grievances processed to arbitration shall be assigned to the listed arbitrators sequentially. In the event the arbitrator who is next in line to hear a case cannot provide a hearing date within sixty (60) days of the request, the next named individual shall be contracted for a hearing date, unless this time limitation is waived by the parties. In the event that both parties agree that a grievance is of such a nature that time is of the essence, the arbitrator from the list who can provide the earliest hearing date shall be selected.

The calendar day limitations in Steps 1 through 3 shall be suspended during scheduled College vacations and holidays and during the summer session or upon mutual agreement by both parties. The time limitations during these periods shall be agreed upon in writing by the Chief Grievance Officer of the AAUP or his designee and the Vice President for Academic Affairs and Provost or his designee within ten (10) days of the filing of the grievance by the AAUP or the College.

(d) Application of Grievance Procedure - It is understood and agreed that AAUP may utilize the full grievance procedure provided for herein with respect to action by the Board of Trustees which AAUP claims is violative of the requirement that the Board of Trustees not, without written substantive basis, substitute its judgment on the professional expertise of the candidate for properly documented judgments submitted to the Board of Trustees in connection with Promotion and Tenure pursuant to Article VII. However, no such grievance may be filed on the basis that any recommending body has substituted its judgment on the professional expertise of the candidate on the grounds of inadequate departmental documentation for the judgment of another body. No such grievance may be filed in the event of denial of promotion and/or tenure unless the bargaining unit member in question has completed an appeal to the Trustees Appeals Committee.

In the event of such a grievance, the arbitrator's authority shall, in all events, be

limited with respect to a remedy, to remanding the matter to the Board of Trustees for redetermination. In no event may an arbitrator direct the granting of tenure or the awarding of a promotion.

ARTICLE XXII

NO STRIKE: NO LOCKOUT

The AAUP, its officers, agents, affiliates, members, and employees agree that so long as this Agreement is in effect, there shall be no strikes, slowdowns, stoppages of work, concerted efforts not to meet classes, boycotts, or any other concerted acts that interfere with the normal operations of the College. During the term of this Agreement, there shall be no lockout of the members of the AAUP by the College. Any violation of the foregoing may be made the subject of a disciplinary action, including discharge or suspension, and this provision shall not be by way of limitation to any other remedy under law for such violation.

Nothing contained in this Article shall compel any bargaining unit member to cross a picket line established at the College by any other union. Bargaining unit members honoring such a picket line shall not be paid for any days on which they miss scheduled work assignments as a result of honoring such picket line. The AAUP shall not be liable to the College by reason of any bargaining unit member refusing to cross such a picket line.

ARTICLE XXIII

GENERAL WORK CONDITIONS

(a) Keys. Upon written request, the College shall provide each of the faculty bargaining unit members or members of the professional athletic staff with a key to the building in which such person's office is housed. Said key must be returned upon termination of employment with the College.

(b) Offices. The College shall provide each full-time bargaining unit member with suitably equipped office space and the necessary supplies for such person's work, provided that in no event during the term of this Agreement shall there be a reduction in the total number of offices assigned to bargaining unit members, although the number of offices shall not exceed the number of full-time bargaining unit members. Offices shall be equipped with a desk, chair, file cabinet and such bookcases and shelving as may be needed and as space permits. The parties both recognize the desirability of providing each full-time faculty member or full-time member of the professional athletic staff with a private office near his professional colleagues. The College shall furnish a list of all office assignments to the AAUP.

(c) Parking. The College shall maintain parking areas without charge during the term of this Agreement for members of the bargaining unit. Reasonable efforts shall be made by the College to provide such parking areas reasonably near the buildings in which bargaining unit members perform their professional duties.

(d) Dining Facilities. The College shall make reasonable efforts to maintain the faculty dining room as a dining facility for use by members of the bargaining unit and other employees of the College during the periods of regular College activity.

(e) Secretarial Aid. The College shall make reasonable efforts to provide adequate secretarial services for the bargaining unit members of each Department. The College agrees to undertake a review and study of the secretarial support system and to utilize a committee comprised of faculty, administrators, and staff employees to assess such system in an effort to upgrade and improve the secretarial services provided by the College.

(f) College Equipment and Service.

(i) Each member of the bargaining unit shall have adequate access to duplication

equipment and postal service. AAUP shall pay for any labor or supplies required in connection with duplicating services for AAUP matters.

(ii) In an effort to improve bargaining unit members' access to telephones for College business, the College agrees to install a buzzer or call system for summoning bargaining unit members to a telephone to receive incoming calls in the Fine Arts, Penthouse, and Science buildings, pending the possible installation of more accessible telephone service. The College also agrees to consider the installation of new or additional telephones in areas where AAUP has indicated to the College that priority should be given for upgrading telephone services.

(iii) The parties acknowledge and agree that it is in the mutual interests of both the College and the members of the bargaining unit to improve faculty access to the computer and its related software. In an effort to improve such accessibility, it is agreed that a Task Force, comprised of the Vice President for Academic Affairs and Provost, five members of the bargaining unit to be designated by the bargaining unit members of the College Academic Policy Committee, and a member of the Professional Computer Staff will be designated. The bargaining unit members of the Task Force will serve one-year, renewable terms. Such Task Force will address, as particular priorities, the following:

- (a) Informing faculty of software updates;
- (b) Implementation of new software;
- (c) Personnel support for faculty computer users;
- (d) Distribution of manuals.

The Task Force shall meet regularly

in an effort generally to upgrade the quality of computer support for teaching.

Software use manuals printable by the system shall be available to all interested bargaining unit members who request them. In addition, seminars dealing with software availability and use will be presented periodically by the Computer Center staff.

(iv) Upon forty-eight hours' advance notice to the Audio-Visual Center, a bargaining unit member shall have in a classroom a record player, an overhead projector, a tape recorder, a slide or film projector and screen, if such equipment is available.

Bargaining unit members shall receive research assistance from the Audio-Visual Center in locating films and other audio-visual materials for instruction, as staffing may permit.

(v) College vehicles may be used by members of the bargaining unit in fulfillment of their professional responsibilities, when available, provided that requests for reservations for the use of such vehicles are made in advance and approved by the College. Except as set out hereafter, for any use of a private vehicle by a bargaining unit member, which use is approved by the College, such member shall be reimbursed at the rate of 20 cents per mile. For the following special classifications of private vehicle use by a bargaining unit member which use is approved by the College, such member shall be reimbursed at the rate of 23 cents per mile: (i) supervision of professional field experiences in the School of Education; (ii) supervision of internships in the School of Liberal Arts and Science; (iii) transportation of a College team to a scheduled intercollegiate athletic event

by the Professional Athletic staff; (iv) recruiting and scouting by the Professional Athletic staff.

(g) Faculty Benefit Information. The College shall distribute to each member of the bargaining unit a copy of this Agreement and shall distribute a summary of fringe benefits available to full-time bargaining unit members, which summary shall be prepared by the AAUP and agreed to by the parties. The College will also distribute all information concerning fringe benefits required to be distributed by law. In addition, the College shall provide 100 copies of the Agreement to the AAUP.

(h) December Pay Check. The College shall provide the December pay check on or before December 15, whenever practicable, provided that all final grades are in and the semester's work is completed.

(i) The Rider College Personnel Directory, Faculty and Staff will include rank and title listing of bargaining unit members as of the date of its publication.

(j) Check Cashing. Bargaining unit members shall be entitled to cash checks in an amount up to \$100 at the College Store check-cashing facility.

(k) Library Acquisitions Budget. The Educational Service Committee shall have access to the Library acquisitions budget each year.

ARTICLE XXIV

OPEN CLASSROOM

The parties acknowledge that the activities of the classroom are an integral part of the teaching-learning process and constitute a significant aspect of the professional role of the faculty member. Persons holding academic rank at Rider College or members of the Board of Trustees shall be welcome to visit classes and such visitors shall observe the professional courtesies

and amenities of the academic environment including advance notice of at least 48 hours and shall always honor the integrity of the classroom. No evaluation of the faculty member shall be made and submitted to any third party without notifying the faculty member thereof and submitting a copy of that evaluation to the faculty member.

ARTICLE XXV

WORKLOAD

1. The Department Chairperson and the members of the Department, by majority vote, shall plan the courses required to satisfy departmental major(s), minor(s), school core requirements, service requirements (courses required by other departments or schools), and electives. Such determination shall reflect the current program requirements as stated in the College Bulletin. During the Fall semester, the Department Chairperson and the members of the Department shall prepare a layout encompassing the sequence and frequency with which such courses shall be offered and transmit the layout to the Dean.

2. After appropriate consultation with the Dean, the Chairperson shall convene a meeting of the members of the Department or their representatives by December 15 to present to them the aggregate number of sections (including ISP's), the predicted number of student credit hours required, appropriate past enrollment patterns, and interdependencies with other departments, schools, and programs for the following school year.

3. The members of the Department and the Chairperson, by majority vote, shall plan the departmental workload for the following school year based on and consistent with the layout previously prepared by the members of the Department and the aforesaid information supplied by the Chairperson.

4. The order of priority for scheduling sections of courses shall be as follows:

- (a) Core requirements;
- (b) Major/minor requirements;

- (c) Service requirements (courses required by other departments or schools);
- (d) ISP's;
- (e) Electives.
- (f) Special projects.

Where a particular course may fit into more than one of the foregoing categories, it shall be deemed to be in the highest of those categories into which it fits unless the course can be counted toward a major but is not required for that major. In such a case, the course shall be considered for purposes of this section as an elective.

Further, all Departments which have fewer than ten (10) full-time members shall have the opportunity to teach a minimum of one ISP per year. Departments with ten (10) or more full-time members shall have the opportunity to teach at least two (2) ISP's per year.

The following minimum number of special projects, each providing for a minimum of three hours per semester of workload credit, shall be scheduled:

School of Liberal Arts and Science -- a minimum of five (5) per academic year;

School of Business -- a minimum of three (3) per academic year;

School of Education -- a minimum of two (2) per academic year.

Such special projects may include, but are not limited to:

- (1) student recruitment;
- (2) Department course/curriculum development;
- (3) new College program development;
- (4) Department, School, or College self-study;
- (5) research.

A Department may submit to the applicable School Academic Policy Committee an application for workload credit for a special project, together with a workload impact statement. The Committee will then make a written recommendation to the Dean as to the approval of the special project and the Dean shall make a final determination as to the approval of the special project. The Dean shall furnish to the Committee and the Department written reasons for his decision, if he does not follow the Committee's recommendation.

Further workload credit for special projects may be proposed through Departments by the School Academic Policy Committee or by the College for its own special projects.

5. It shall be the responsibility of the members of the Department to staff the classes called for by such plan, using the assignable full-time faculty within the Department, including the Department Chairperson. Such staffing plan shall be delivered to the Dean by February 10 each academic year. Failure to do so shall leave the staffing plan to the discretion of the Dean. The staffing plan shall effectively and fairly utilize the professional competencies of the members of the Department.

6. The Dean will implement a staffing plan which properly provides for projected student enrollments, satisfies the needs for courses and sections established under this Article, and fairly and effectively utilizes the professional competencies of the members of the Department. In the event the Dean declines to implement a staffing plan because it does not meet the preceding requirements, he shall return it to the members of the Department with his written comments. The members of the Department shall have a period of five working days after return of the staffing plan to make such changes in the plan as they deem appropriate and to make any other responses to the Dean's comments. In the event the Dean and the members of the Department still disagree over the proposed staffing plan, the matter shall be referred to the Vice President for Academic

Affairs and Provost by the members of the Department and he shall make the final decision with respect to such disagreement. If such decision disagrees with the position of the Department, written reasons therefor shall be provided to the Department.

7. If the assignable full-time faculty within the Department is not sufficient to staff the needed courses and/or sections, the Department shall so advise the Dean at the time it delivers the staffing plan. The College may elect to staff the remaining needed courses and/or sections by assigning them to full-time bargaining unit members who wish to teach compensated overload or to hire part-time faculty to staff such courses and/or sections. In the event the College does assign such courses and/or sections on an overload basis during the Fall, Spring and Interim Period (including Midmester), qualified full-time bargaining unit members will be given preference for such courses and/or sections. All full-time members of the bargaining unit shall be eligible to apply for and shall be given preference for compensated overload or assignment for teaching during special sessions of the College at the then prevailing overload rates (provided that they apply by the stated deadline), except that bargaining unit members in the School of Business Administration are ineligible for overload assignment during the academic year. Assignments for compensated overload shall be made by the College upon the recommendation of the appropriate Department. Bargaining unit members shall not be required to accept overload assignments.

8. If the needed courses and/or sections have been staffed, but the assigned teaching workload of each full-time faculty member within the Department has not reached the normal teaching limits stated below, then the members of the Department shall so advise the Dean, indicating the total amount of unassigned teaching within the Department, at the time it delivers the staffing plan to the Dean. After appropriate consultation with the Dean, the members of the Department shall then make a proposal to the Dean for projects which shall benefit the Department, School and/or

the College and which will utilize the unassigned workload for the members of the Department. Such projects may include, but shall not be limited to the following:

- (a) Curriculum and disciplinary study;
- (b) Teaching methodology;
- (c) Mastering of new disciplinary subject matter and/or techniques;
- (d) Basic skill support;
- (e) Advising support;
- (f) Research.

The Dean shall review the proposal from the members of the Department, and make a final determination as to which projects shall be undertaken based on their benefit to the Department, School and/or College. Members of the Department who have been assigned such projects shall provide to the Dean a written report on the accomplishment of such projects by the end of the school year for which they have been assigned. Special projects under this section in lieu of in-load teaching assignments will be limited to full-time members of the bargaining unit. It is understood and agreed that the availability of special projects in lieu of in-load teaching assignments shall not be deemed to be any evidence of the lack of a need for layoffs under Article XIII.

9. It is understood that unanticipated events occurring subsequent to completion of a workload plan in February may require revision of the workload plan by the Dean in order to address problems of unstaffed or understaffed required courses. Such changes in the affected portion of the workload plan shall be made so as to use effectively and fairly the professional competencies of the Department. The Dean shall, when circumstances permit, confer with the Chairperson and the affected members of the Department before making any such changes.

10. The College will continue to adhere to its past practice with respect to staffing graduate courses in the School of Business Administration.

11. The required teaching load of a full-time bargaining unit member shall not exceed 24 classroom contact hours in an academic year. The teaching load of a full-time bargaining unit member who teaches a graduate school course or courses shall not be required to exceed 9 classroom contact hours for the semester during which such graduate school course or courses are taught.

Faculty members who supervise credit-bearing learning experiences and who are not otherwise receiving workload credit for such supervision shall receive credit for one-third of a classroom contact hour per project per semester which may be accumulated until the equivalent of three (3) classroom hours has been accrued. When the equivalent of three (3) classroom contact hours has been accumulated, the bargaining unit member shall receive a three (3) hour workload credit during the following academic year or, at the election of the Dean, compensation in lieu of such credit at the then prevailing overload rates.

No full-time member of the bargaining unit shall be required to teach classes on a given day on which classes extend from the beginning of the first class to the end of the last class for a period in excess of 9 hours. A full-time bargaining unit member shall not be required to teach a class at 8 a.m. the morning following an evening class which he is scheduled to teach.

12. The College Academic Policy Committee may consider, during the term of this Agreement, a revision of the arrangement of the daytime class period schedule.

13. Each full-time faculty member, in addition to the foregoing, shall be required to advise students as assigned by the Dean or Department Chairperson; to attend scheduled meetings of the Department, School, or College, including Commencement and Convocation; to provide accurate and timely reports as requested by the College concerning student enrollment and performance; and, in accordance with prevailing policies and practices, shall arrange and schedule office hours

each instructional week of the fall and spring semesters at times reasonably convenient to students; assist in registration and orientation during the academic year; and perform other college service agreed upon by the faculty member, Department Chairperson, and Dean.

14. No full-time member of the bargaining unit shall be required to teach more than four different courses and one Interim Semester Project, or alternatively, more than five different courses during an academic year. No full-time member of the bargaining unit shall be required to teach more than three different courses during a single academic semester.

Each such member of the bargaining unit shall file current written course and project syllabi with the Dean.

15. Only persons with faculty rank shall be permitted to offer courses for credit at Rider College.

16. Except for Chairpersons, as provided for in Article X, Section 1, visiting faculty, and other non-bargaining unit personnel who have taught more than nine (9) classroom contact hours in a calendar year prior to the date of this Agreement, other non-bargaining unit personnel shall teach no more than nine (9) classroom contact hours per calendar year.

17. All graduate courses assigned in load under this Article will be taught by full-time qualified members of the faculty, if available.

18. The President of the AAUP, one grievance officer of the AAUP and, during the final year of this contract, the Chief Negotiator of the AAUP shall receive a reduced classroom teaching load of three hours per semester subject to the following conditions:

(a) The identity of persons to receive workload credit shall be communicated in writing to the College by December 15 of the year

preceding the school year during which such persons are to serve;

(b) No more than one member of a Department shall be eligible for workload credit hereunder unless by mutual consent of the College and the AAUP;

(c) In the event that a bargaining unit member of the professional staffs is elected to serve in one of the AAUP positions designated for workload credit, the College will meet and confer with representatives of the AAUP in an effort to formulate a plan for providing appropriate time to fulfill the duties of such position.

19. In no case shall the College be required to reduce any individual full-time bargaining unit member's workload by more than three (3) hours in any one semester for any reason or reasons, nor shall any individual full-time member's workload be less than eighteen (18) hours in any academic year for bargaining unit members teaching exclusively at the undergraduate level, fifteen (15) hours for those teaching graduate courses in either semester, or twelve (12) hours for those teaching graduate courses in both semesters.

ARTICLE XXVI

OUTSIDE EMPLOYMENT

The parties recognize that the primary professional responsibilities of members of the bargaining unit who are employed on a full-time basis are to Rider College. Outside employment which will improve the professional competence of such unit member and/or serve the community and which does not interfere with Rider College professional responsibilities will be encouraged by the appropriate Dean, College Librarian, or Director of Athletics. However, all outside employment of the following nature shall be reported, prior to its commencement, to the Dean, College Librarian, or Director of Athletics: commitments equivalent to one full day during a normal work week for more than four weeks or any rendering of professional services similar to

those performed at Rider College, at another institution of higher education.

If the Dean, College Librarian or Director of Athletics determines that such outside employment impinges upon or conflicts with the individual's professional responsibilities to Rider College or competes with the services offered by Rider College, he may direct such individual to refrain from engaging in such outside employment, provided such a determination shall not be arbitrary. Such a determination may be grievable pursuant to Article XXI, "Grievance and Arbitration Procedure" set forth elsewhere in this Agreement. However, pending a determination of any such grievance, such individual shall not be required to refrain from engaging in such outside employment.

Copies of all reports concerning outside employment shall be filed by the individual member of the bargaining unit with the AAUP and any determination in response to such report shall also be filed with the AAUP by the appropriate Dean, College Librarian or Director of Athletics.

Outside employment which does not involve the rendering of professional services similar to those performed at Rider College and which occurs either during the summer period or during a vacation period or during ISP periods in which the individual is not scheduled to teach need not be reported.

ARTICLE XXVII

RIDER COLLEGE PATENT POLICY

I. Rider College has as its primary mission teaching and research and the unrestricted publication and use of the results of such research. The College, however, realizes that research of its faculty and students and staff may result in inventions or discoveries which should be protected for one of the following reasons:

1. To promote the development of useful articles or processes which, because of

prohibitively high costs involved, could not be adequately developed without patent or other protection.

2. To fulfill terms of a research contract with sponsoring agencies.
3. To encourage invention and insure adequate reward for the inventors.
4. To augment research facilities and research funds from the College's share of income derived from inventions or discoveries.

The intent of the following Patent Policy is to be consistent with this philosophy.

II. Establishment of Faculty Research and Patent Committee

Authority to implement this Patent Policy and to decide questions of ownership of rights to inventions or discoveries and of the apportionment of interest among or between investigators and their associates shall be vested in the President of the College, with the advice and consultation of the Faculty Research and Patent Committee, in accordance with the academic governance procedure contained in this Agreement. Decisions relating to ownership or rights to inventions or discoveries shall in no way be deemed or construed as a determination of inventorship but merely as a determination of the allocation of academic and financial interest in such discoveries or inventions.

There is hereby established the Faculty Research and Patent Committee which shall be appointed by the bargaining unit members of the College Academic Policy Committee and which shall be composed of bargaining unit members or chairpersons, two (2) appointed from the School of Liberal Arts and Science, two (2) from the School of Business Administration and one (1) from the School of Education and professional staffs. Three (3) alternates, one from each of the above schools, shall also be appointed. In the event

that bargaining unit members or chairpersons in a particular School are unavailable to serve as regular or alternate members, the bargaining unit members of the College Academic Policy Committee may appoint bargaining unit members or chairpersons from other Schools to serve. The term of appointment of each committee member shall be one (1) year but may be renewed annually without limitation by the bargaining unit members of the College Academic Policy Committee.

The Committee shall advise and make recommendations to the President on patent policy.

III. Principles of Ownership

Technical information, inventions, discoveries and items of commercial importance resulting from investigations conducted by staff members, employees or students of Rider College which

1. were financed in whole or in part from College funds, including that portion of an employee's salary which related to the work out of which the invention or discovery arose. (Granting of normal salary to an employee is not considered financial support or research);
2. result from an employee's duties or a student's academic pursuit within the College; or
3. was conducted utilizing to a substantial degree the College's resources or facilities, shall be the property of Rider College. In the event that investigations result in a discovery or invention which may be patentable, the College reserves its right to protect such information, inventions, discoveries and items and each shall be assigned to the College or its designees unless the College waives its rights to such assignment, in accordance with the terms of Section V of this Policy.

The College shall own all rights, title and

interest in such patents and shall reserve the right to direct the assignment thereof to others, except in the case of sponsored research projects where the contract between the College and sponsor specifies the assignment of patent rights to the sponsor.

IV. Equity of Participants

The College, recognizing the interests of its staff members, employees, students, sponsors or other cooperating agencies in inventions and patents arising from investigations, guarantees the following equity to participating parties:

a. Investigations and Research financed wholly by the College

The principles of ownership stated in Section III apply; the investigator will be compensated as provided for in Section V, a.

b. Investigations Sponsored by a Third Party

Contracts involving sponsorship of research at Rider College or collaboration between an investigator conducting research at Rider College and an outside agency which required that all, or a portion, of the rights in or to inventions and discoveries be given to the outside agency, shall be submitted to the Faculty Research and Patent Committee for its counsel and suggestions.

The terms of the written agreement between the College and granting agency will be binding. Generally this agreement will provide for ownership of the patent to be vested in the College and that the sponsor will be granted a non-exclusive license to the patent (without sub-licensing rights) on the terms no less favorable than may be granted to any other licensee of the same patent. The inventor may be compensated as provided for in the agreement or as under Section V, a.

c. Investigations conducted by an employee or student in whole or in part on his own time at his own expense

Conditions under which the discovery was made shall be reported to the Chairperson of the Research and Patent Committee and ownership will be determined as follows:

1. A discovery made wholly at the expense of the investigator and not using College facilities or funds will be the private property of the individual and ownership will reside with him. If the investigator wishes to assign the invention or discovery to the College he may do so and the distribution of funds will be established by a written agreement between the investigator and the College. The assistance of the Research Corporation is still available to him as an individual, if he desires it.
2. When a discovery is made partly at the expense of the investigator with the use of College facilities or in the normal field of the individual's College employment, the Research and Patent Committee will recommend to the President a division of rights and compensation to the inventor or inventors and their associates, as outlined under Section V.

V. Compensation

Where the College has full ownership rights or where the College receives income from inventions made by employees or students, the inventor's compensation will be as follows:

- a. Where inventions are assigned to and patented by the Research Corporation, 27.75% of the gross royalties will be received by the inventor, 27.75% by the College and 42.5% by the Research Corporation as stipulated in the contract with the Research Corporation.
- b. Where inventions are administered by the College, the inventor receives 50% of the net income.

VI. Notification of Possible Patents

It shall be the responsibility of the investigator or investigators and of each of their associates to alert the Chairperson of the Faculty Research and Patent Committee, the concerned Department Chairperson, the Dean of his or their School and the President of the College, in writing, of any invention or discovery involving potentially patentable items and the conditions under which these discoveries or inventions were made.

Failure to report a discovery or invention of patentable or potentially patentable value may result in forfeiture of all or part of the defaulting investigator's equity in the discovery or invention and may be dealt with by the College as a breach of the Patent and Confidential Information Agreement referred to in Section VII.

Once the interest of the College in the invention or discovery has been established, after careful consideration and on the advice of counsel, if desired, the Faculty Research and Patent Committee may recommend any one of the following:

- a. If the patent rights of the invention are subject to the terms of a sponsor's contract or grant, the Committee shall recommend to the President that the inventor be directed to comply with the terms of the contract.
- b. In the event that it should appear that the invention or discovery is in the interest of the public, the Committee shall recommend to the President that the inventor be directed to publish his findings in a professional journal or a special university publication.
- c. The Committee may decide, in cooperation with the inventor, to recommend protection of the invention or discovery through a patent. The Committee will then recommend to the President that the

invention be turned over to the Research Corporation of New York or other non-profit patent administration organization for patenting in accordance with the terms of the contract then in effect or that the College secure the services of a patent attorney, or other specialists.

- d. The Committee may decide to recommend exploitation of the invention as a commercial item. Any invention placed in commercial use but not patented by the College shall be subject to the same terms, conditions and restrictions as any invention for which a patent has been obtained.
- e. The Committee may, after careful review, find that the College has no further interest in the invention and may recommend to the President that the invention be referred to the inventor to exploit as he sees fit.

However, this Patent Policy does not in any way alter, change, or otherwise modify provisions of this Agreement concerning outside activities of bargaining unit members.

The President of the College, through the Chairperson of the Faculty Research Committee, must notify the investigator of the intention of the College to refer the invention or discovery to the Research Corporation, patent counsel or to other agents or agencies for the initiation of steps in the exploitation of the invention or discovery within ninety (90) days of the date of the investigator's disclosures in accordance with Section VI hereof.

The College must cause such invention or discovery to be thereafter referred to the foregoing persons, corporations or agencies within six (6) months of the disclosure, or it shall be deemed that the College has waived its rights and interests in the discovery or invention and that the investigator or investigators may publish,

disclose or dispose of the results of his or their investigation as he or they may desire.

VII. Confidentiality Agreement

The College may require the execution of a Patent and Confidential Information Agreement by each present and future bargaining unit member at the time of his or her employment or thereafter at such time as it appears that such bargaining unit member shall be exposed to confidential information pertaining to patentable items or information, or is in a position to participate in discovery or invention of such items or information.

ARTICLE XXVIII

SICK LEAVE

1. Full-time members of the bargaining unit shall be entitled to compensated sick leave in accordance with the following schedule:

Years of
Service

But		Total Weeks				
More	Less	Compensated				
Than	Than	Full Pay	75% Pay	50% Pay	25% Pay	Sick Leave
0	1	2	-	-	-	2
1	2	3	1	1	1	6
2	3	4	2	2	2	10
3	4	5	3	3	3	14
4	5	6	4	4	4	18
5	6	7	5	5	5	22
6	7	8	6	6	6	26
7	8	9	7	7	7	30
8	9	10	8	8	8	34
9	10	11	9	9	9	38
10	11	12	10	10	10	42
11	12	13	11	11	11	46
12	13	14	12	12	12	50
13	14	15	12	12	12	51
14		16	12	12	12	52

2. Unused sick leave may not be accrued.

3. During the first two weeks of sick leave taken by a member of the bargaining unit, the affected Department shall cover the professional assignments of such member of the bargaining unit. Thereafter, if such sick leave continues beyond the initial two-week period, the College shall secure a suitable replacement for such member of the bargaining unit.

4. Disability by reason of pregnancy and childbirth shall be covered by the above sick leave provisions.

5. Compensation received by a member of the bargaining unit from Rider College or as a result of a benefit provided by Rider College in relation to illness or disability shall be deducted from any sick leave compensation hereunder. However, no such deduction shall be made for hospitalization and/or medical benefits received by such member of the bargaining unit.

6. The College may require bargaining unit members to provide medical certification of illness hereunder, after their use of ten days of paid sick leave.

7. Sick leave under this Article shall be available to full-time members of the bargaining unit for absence from normal College activities because of illness or personal injury.

ARTICLE XXIX

RESEARCH AND ENRICHMENT

1. Tenured bargaining unit faculty members, tenured bargaining unit staff members, and full-time non-tenured bargaining unit staff members with six or more years of service shall be eligible for paid research leaves. Paid research leaves shall be apportioned each year as follows:

At least five (5) paid research leaves shall be granted each year with at least one (1) each allocated to eligible bargaining unit members from

the School of Business Administration, the School of Liberal Arts and Science, and the School of Education. The foregoing allocation shall be subject to the receipt of applications from eligible faculty in each such School and further subject to the evaluation and determination of merit for each such application by the Faculty Research and Patent Committee referred to in Article XXVII. In addition, at least three (3) additional paid research leaves shall be approved by the College where the loss of teaching capacity can be accommodated without additional cost to the College through overload or other replacement costs. These additional paid research leaves shall also be subject to the receipt of applications from eligible faculty and the evaluation and determination of merit for each such application by the Faculty Research and Patent Committee.

Paid research leaves may be granted for scholarly study, research, or writing that will contribute to the professional development of the bargaining unit member and be of benefit to the College. Recipients shall be obligated to return to the College for at least one full year of service after such a leave. Within ninety days after the return from such a leave, a recipient shall be required to submit to his Department or staff and to the President a complete written report on the project undertaken.

2. Each year the College shall allot \$2,500 for each summer fellowship and \$4,000 for the fund for grants-in-aid.

3. The procedures set forth in this section shall be conducted first for the five (5) paid research leaves referred to above and, after College approval of such five (5) paid research leaves, then such procedure shall be conducted anew with respect to any other applications or re-applications for approval where the loss of teaching capacity can be accommodated without additional cost to the College. The Faculty Research and Patent Committee referred to in Article XXVII shall review and place in ranked order of preference applications for paid research

leaves and for summer fellowships and grants-in-aid. The Chairperson of the Committee shall forward a copy of the ranked lists of applicants to the Vice President for Academic Affairs and Provost prior to its transmittal for final decision to the Board of Trustees, in the case of paid research leaves, and to the President, in the case of summer fellowships and grants-in-aid. If there is competition for paid research leaves, then preference shall be given to individuals who have not received a paid research leave in the preceding three (3) years.

Bargaining unit members may appeal the failure of the Faculty Research and Patent Committee to follow the required procedure hereunder and such appeal shall be made, in writing, to the bargaining unit members of the College Academic Policy Committee who shall render a final decision on any such procedural appeal. Except as set out hereafter, appeals regarding the actions of the Board of Trustees or the President under this Article shall be limited to an alleged failure by such Board or the President to follow the required procedure and shall be processed under the grievance and arbitration provisions of this Agreement. While neither the Board nor the President, as the case may be, is required to follow the ranked order of preference of applications as provided by the Faculty Research and Patent Committee, any failure to do so shall be subject to the grievance and arbitration provisions of this Agreement as to the basis for any such deviation from the ranked order of preference of applications.

4. The College shall notify recipients of the initial five paid research leaves by December 15 in the academic year preceding the academic year in which such leaves are to be taken if the Board of Trustees has received the ranked applications, as aforesaid, by the preceding November 15. Recipients of summer fellowships, grants-in-aid, and any additional paid research leaves which may be approved as set forth in Section 3 above shall be notified by the College by April 1 in the academic year prior to the period in which the summer fellowship or grant-in-aid, or research

leave is to be taken if the President has received the ranked applications, as aforesaid, by the preceding March 1.

Compensation for paid research leaves will be at the rate of one-half of base annual salary for one academic year of leave or full base annual salary for one semester of leave.

5. A member of the bargaining unit granted a professional leave without pay for the purpose of engaging in research or advanced study that is not connected with the earning of an advanced or professional degree shall, upon such person's return to full-time teaching at the College, be entitled to the same salary that he would have been receiving if he had been teaching on a full-time basis during the period of the leave. Past practice with respect to approval of such leaves shall continue to be followed.

A member of the bargaining unit may also apply for half-time leaves (one half load for a semester) for the purpose of professional development at half pay and to the extent permitted by the applicable insurance carrier, maintain in effect a proportionate level of benefits. The bargaining unit member may elect to fund benefits at full level by his own contribution.

No leave granted hereunder shall be used as evidence by the College that the affected Department or staff should be reduced.

6. Funds shall be allocated to support bargaining unit members' attendance and/or participation at professional meetings in accordance with past practice, with the per diem allowance increased to \$45.00.

ARTICLE XXX

COMPENSATION AND FRINGE BENEFITS

The College agrees to pay, on the following terms and conditions, to the members of the

bargaining unit, the increases in compensation and the other fringe benefits referred to hereafter.

1. The following across-the-board increases in compensation shall be paid to those full-time members of the bargaining unit (and only to such persons) who were or are employed at the College on January 1 of the calendar year in which such increases shall take effect:

Across-the-board increases in base salary in the amount of 9% effective September 1, 1982, 8 3/4% effective September 1, 1983, and 8 1/2% effective September 1, 1984. Notwithstanding the foregoing, a full-time bargaining unit member will receive the applicable minimum base salary set forth hereinafter if such base salary is higher than the salary to which he otherwise would be entitled (after the across-the-board increase provided for herein).

2. The following minimum base salaries by rank for full-time members of the bargaining unit shall be effective as set out hereafter:

<u>Rank</u>	<u>9-1-82</u>	<u>9-1-83</u>	<u>9-1-84</u>
Professor	\$28,340	\$30,820	\$33,440
Associate Professor	22,600	24,575	26,665
Assistant Professor II	19,950	21,690	23,535
Assistant Professor I	18,310	19,915	21,600
Instructor	16,900	18,370	19,935
Professor Librarian/Athletic Staff III	27,200	26,315	28,550
Associate Professor Librarian	21,100	22,945	24,895
Assistant Professor II Librarian/Athletic Staff II	19,100	20,770	22,535

Assistant Professor I			
Librarian	18,020	19,600	21,265
Instructor Librarian/ Athletic Staff I	16,480	17,920	19,440

3. Part-time members of the bargaining unit, who are paid on a contact hour basis, including faculty in the Summer Session, School for Continuing Studies, and those full-time members teaching "overload" shall receive an increase in their compensation for such service for the first and succeeding years of this contract. Compensation for each three-hour course by rank, employment status, and year are stated below:

Compensation for Three-Hour Course Effective September 1

<u>Full-Time</u> <u>Bargaining Unit Members</u>	<u>1982</u>	<u>1983</u>	<u>1984</u>
Professor	\$1,475	\$1,600	\$1,700
Associate Professor	1,375	1,475	1,575
Assistant Professor	1,275	1,375	1,450
Instructor	1,125	1,225	1,325

Compensation for Three-Hour Course Effective September 1

<u>Adjunct</u> <u>Bargaining Unit Members</u>	<u>1982</u>	<u>1983</u>	<u>1984</u>
Adjunct Professor	\$1,350	\$1,450	\$1,550
Adjunct Associate Professor	1,250	1,350	1,450
Adjunct Assistant Professor	1,150	1,250	1,350
Adjunct Instructor	1,025	1,100	1,200

Other part-time members of the bargaining unit who are not paid on a contact hour basis and who held their current ranks as of January 1, 1982 shall receive a 9% increase in compensation

effective September 1, 1982, an 8 3/4% increase effective September 1, 1983, and an 8 1/2% increase effective September 1, 1984, applicable to a base proportionate to the number of credits taught in a given semester.

4. The College will underwrite the cost of the 365 Day Blue Cross Program and the Usual, Customary or Reasonable Fee Blue Shield Program for the individual full-time bargaining unit members (not a family plan). It is understood that individual full-time members of the bargaining unit pay the entire expense for extending their individual coverage to include their families.
5. The College agrees to maintain in effect the Total Disability Insurance Plan so as to cover a full-time bargaining unit member's inability to engage in his occupation for a period up to two years, with coverage thereafter as presently provided for inability to engage in any occupation for which he is reasonably fitted by education, training, or experience. Further, the College agrees to pay the cost of the employee's share which, together with the College's share, is equal to 12% of base salary of the annuity premium for such employees who are participants in the regular College retirement program either by providing a waiver of annuity premium benefit through the appropriate insurance carrier or by directly underwriting the cost itself.
6. Except as set out hereafter, the College will continue its past practice (as set out in Appendix A) with respect to tuition remission. Part-time members of the bargaining unit, during a semester in which they are teaching, may enroll their dependents (as defined by past practice) in one three-credit Rider College undergraduate course without payment of tuition. Adjunct members of the bargaining unit who have taught more than six

courses or coached more than six athletic seasons at Rider College and who are eligible may enroll for graduate courses at Rider, paying 50% of the then applicable tuition.

As a condition of eligibility for tuition remission, bargaining unit members or the applicable members of their families, shall be required either to file with the College's Office of Financial Aid completed application forms for scholarship assistance from State and Federal sources as well as from any other source, or demonstrate that such forms have been filed with the appropriate granting agencies. It shall be the responsibility of the College to provide or recommend the forms reasonably required to be filed hereunder. The College will use its best efforts to maintain the confidentiality of application forms filed with the College's Office of Financial Aid.

Any scholarship assistance obtained from State, Federal or other sources shall be credited toward the applicable tuition charges for attendance by the bargaining unit member or the applicable member of his family.

Where a bargaining unit member or the applicable member of his family is enrolling in too few courses to be eligible for scholarship assistance from any source, the College may waive the requirement that such person file completed application forms for scholarship assistance. Such persons shall file a request for such waiver with the College's Office of Personnel Services and, where such a waiver is granted, in writing, by the College, such person shall be excused from the requirement of filing application forms for scholarship assistance.

7. The College agrees to pay a one-time

bonus (not a part of base salary) to full-time bargaining unit members for the following promotions, payable as of the effective date of such promotion:

- a. For promotion to Associate Professor or Athletic Staff III - \$375
- b. For promotion to Professor - \$500

If a promotion to a rank entails raising a bargaining unit member to the rank minimum for the new rank and if that raise to the rank minimum exceeds the normal across-the-board percentage increase, the amount in excess of the normal percentage increase shall be subtracted from the applicable bonus amount.

- 8. In the academic year following completion of an appropriate, initial, earned doctoral degree, a continuing bargaining unit member who was employed by the College at the time of the awarding of the degree shall receive an increase in his annual base salary of \$2,000. Such increase in annual base salary shall take effect as of September 1 following the completion of the degree.
- 9. Work performed by members of the Professional Library Staff during the following hours will be compensated at the rate of \$15 per hour:
 - a. 11 p.m. to midnight on Monday through Friday
 - b. 5 p.m. to midnight on Saturday
 - c. 1 p.m. to midnight on Sunday
 - d. Any day designated by the College administration as a College holiday
- 10. Bargaining unit members who serve on the College and School Academic Policy Committees shall be entitled to compensation for such service as follows:

Chairmen of the College Academic Policy Committee - \$1,200 per year;
Chairmen of School Academic Policy Committees - \$1,000 per year;
Committee members who simultaneously serve on both the College and a School Committee - \$850 per year;
Other committee members - \$600 per year.

11. Part-time, seasonal athletic staff members shall be compensated at the following weekly rate during the period of their employment:
 - a. Effective September 1, 1982 - \$90 per week
 - b. Effective September 1, 1983 - \$95 per week
 - c. Effective September 1, 1984 - \$100 per week
12. Blue Cross/Blue Shield benefits currently in effect will be extended under Rider J to a \$300 maximum dollar limit for X-ray and laboratory services. It is understood that eligible members of the bargaining unit will pay the entire expense for extending their individual coverage to include their eligible dependents.
13. The maximum benefit provided by the TIAA Major Medical plan will be increased to \$1,000,000 for all insured active employees and to \$100,000 for insured retired employees aged 65 and over. It is understood that eligible members of the bargaining unit will pay the entire expense for extending their individual coverage to include their eligible dependents.
14. The amount of Life Insurance will be equal to one and one half times the annual base salary of the full-time bargaining unit member to a maximum benefit of \$80,000.
15. Part-time bargaining unit members

teaching three courses are eligible for Blue Cross/Blue Shield - Major Medical or HMO coverage. The College will pay for individual Blue Cross/Blue Shield - Major Medical coverage or HMO coverage up to the cost of Blue Cross/Blue Shield - Major Medical during those semesters when the part-time unit member is teaching three courses. During the summer and during semesters when the part-time unit member is teaching fewer than three courses, coverage will be at the part-time unit member's own expense.

16. Bargaining unit members who are not otherwise eligible for Blue Cross/Blue Shield coverage under this Agreement may, at their own expense and to the extent permitted by the insurance carrier, purchase such coverage under the College's group plan.
17. Fringe benefits currently in effect for bargaining unit members, which benefits are not specifically mentioned in this Article, shall be continued in effect.

ARTICLE XXXI

SALARY ADJUSTMENT

In the event that a full-time member of the bargaining unit who has been employed by Rider College for at least four years receives an offer of full-time employment from another institution of higher education, upon the presentation to the College of satisfactory documentation evidencing such offer of employment, the College may take any of the following actions with respect thereto:

1. The College may offer to increase the base wage rate of such bargaining unit member to an amount that either exceeds or equals the wage rate being offered by the other employer;
2. The College may offer to increase the base wage rate of the bargaining unit member by an amount that is less than the wage rate being offered by the other employer; or

3. The College may decline to make any offer of an increase in the wage rate of the bargaining unit member.

Responses by the College to offers of employment received by bargaining unit members shall be in writing and the College shall be limited to only one such offer. Copies of the documentation of the offer of employment from another employer, together with the College's written offer in response thereto, shall be forwarded to the AAUP by the College. Upon receipt of any such offer of increased compensation, which, if accepted, shall be made effective with the commencement of the next ensuing semester, the affected bargaining unit member shall be required to indicate, in writing, to the College, whether the College's offer is accepted. Such written response by the bargaining unit member shall be provided to the College within 15 days of the receipt of the offer from the College and a copy of the response shall be provided to the AAUP by the College.

ARTICLE XXXII

RETIREMENT AGE AND RETIREMENT BENEFITS

1. The normal retirement age of full-time bargaining unit members shall be 65 years of age. The mandatory retirement age of full-time bargaining unit members shall be 70 years of age. Any full-time bargaining unit member who is 70 years of age before September 1 of any year shall remain in the employ of Rider College only if both the College and the affected individual agree. If such an individual wishes to remain at the College beyond his 70th year, he shall make application through his Department or staff. The members of the Department or staff shall make a written recommendation to the Dean, Director of Athletics, or College Librarian with respect to the individual's request for continuation of his employment and the College will consider such recommendation in making appointments or reappointments of such an individual. If the Department's or Staff's recommendation is received by the Dean, Director of Athletics, or College

Librarian by November 15, the College will advise the affected individual of its decision by December 15.

2. Appointments of individuals beyond the mandatory retirement age shall not extend beyond one year terms.

3. Full-time bargaining unit members shall be eligible to apply for early retirement benefits under this Article between the ages of 61 and 66 as set out hereinafter. In order to be eligible for an early retirement benefit, a bargaining unit member must have completed at least 10 years of full-time employment at the College before retirement. Requests for early retirement must be received by the College by November 15 and will be effective at the conclusion of the academic year in which such request is received by the College. Early retirement benefits shall be as follows:

<u>Age as of May 31 at Conclusion of Academic Year in which Early Retirement Request is Received by the College</u>	<u>Retirement Benefit</u>
61	200% of final year's annual base salary
62	175% of final year's annual base salary
63	160% of final year's annual base salary
64	125% of final year's annual base salary
65	100% of final year's annual base salary
66	50% of final year's annual base salary
67 or older	Early retirement benefit not applicable

The foregoing early retirement benefit shall be paid to the retiring individual over a three (3) year period commencing in September following the November notification to the College requesting such early retirement. One-third of such early retirement benefit shall be paid in a

lump sum on the first regular faculty payroll date in such September. The balance of such early retirement benefit shall be paid to the retiring individual in equal installments paid on the regular payroll dates commencing in the September of the subsequent school year and extending through that school year and the following one. Thus, early retirement benefits will be paid as follows:

one-third in a lump sum in September of the first school year following retirement;

two-thirds in equal installments over the second and third school years following retirement.

The College agrees to continue to pay on behalf of individuals who retire early hereunder their respective shares of all medical, hospital, and insurance benefits provided by the College for other bargaining unit members until such individuals reach the age of 70, provided that the applicable insurance carrier permits such continuation.

Members of the bargaining unit who have retired shall, to the extent permitted by the applicable insurance carrier, be permitted to participate in, and make payment at their own expense, for continued group rate membership in the College's Blue Cross-Blue Shield and major medical insurance plans or an HMO.

ARTICLE XXXIII

SEPARABILITY

In the event any provision of this Agreement, in whole or in part, is declared to be illegal, void or invalid by any court of competent jurisdiction or any administrative agency having jurisdiction, all of the other terms, conditions and provisions of this Agreement shall remain in full force and effect to the same extent as if that provision had never been incorporated in this Agreement, and in such event the remainder of this

Agreement shall continue to be binding upon the parties hereto.

ARTICLE XXXIV

LENGTH OF CONTRACT; FUTURE NEGOTIATIONS

1. This Agreement shall be effective as of the date of its execution, except as specifically provided herein, and shall expire on the 31st day of August, 1985.

2. The parties shall commence negotiations toward a new collective bargaining agreement on or about June 1, 1985. Prior thereto, both the AAUP and the College shall exchange proposals for inclusion in such new collective bargaining agreement by May 1, 1985.

ARTICLE XXXV

ENFORCEABILITY

1. This Agreement shall be binding upon and is exclusively between the Rider College Chapter of the AAUP and Rider College. All rights and privileges claimed under the terms of this Agreement shall be enforceable only by the AAUP and by Rider College unless otherwise specifically provided herein.

2. No Department Chairperson acting for the College under this Agreement who has not been duly appointed under the terms of this Agreement (except the Associate Deans or Directors who direct Graduate Divisions) shall carry out administrative functions under this Agreement.

3. The rights, privileges, and obligations of the parties hereto, and all of the terms set forth in this Agreement, shall be incorporated by reference into and made part of any individual agreement between such member and the College. In the event of a conflict between terms of any individual agreement and the terms of this Agreement, the latter shall be controlling.

ATTESTATION

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

Dated: Lawrence Township
New Jersey
October 27, 1982

Rider College

Rider College Chapter of the
American Association of
University Professors

J. Barton Medelke

[Signature]
President

[Signature]

Katharine D. Hoff
Chief Negotiator

Christina B. Petruska [Signature]

Charles A. Brower

Merwin J. Dising

Convinced A. Doris

[Signature]

Harvey R. Knutberg

[Signature]

APPENDIX A

The following text represents past practice as to tuition remission:

1. Attendance at other Accredited Institutions

a. Rider College shall pay tuition for each child of a full-time faculty member currently enrolled as a full-time undergraduate student in any accredited college or university within the United States or any institution of equivalent standing in the United States or elsewhere. Tuition normally will be paid directly to the institution which the student is attending. Undergraduate tuition on behalf of any one student will not be paid for more than four academic years including time spent at Rider College as a full-time undergraduate student.

b. As used in the above paragraph, "child" means an unmarried person, under 24 years of age, who is the natural child, step-child, or adopted child of a full-time faculty member. In the case of a step-child or an adopted child, the full-time faculty member must have assumed parental responsibility before the child's thirtieth birthday. In the case of a child who has served in the military service or in institutionalized social service, the maximum age limit is 27 years.

As used in the above paragraphs, "full-time faculty member" is an individual who holds, or held, a regular academic appointment, as instructor, Assistant Professor, Associate Professor, or Professor, or who holds, or held, a full-time administrative position at the supervisory level.

c. Rider College will pay the actual tuition charged the student up to 80% of the amount of tuition and fees Rider College charges its undergraduate students for a full academic year.

d. Tuition payments on behalf of a child will cease upon termination of employment of the full-time faculty member at Rider College, except in cases of retirement, leave of absence, or death.

e. Tuition payments shall continue during the retirement of a full-time faculty member.

f. Tuition payments shall continue while the full-time faculty member is on a leave of absence (sabbatical, sick, or for other purposes), provided that Rider College may require that before it makes any such payment, the full-time faculty member deposit with it an equivalent sum of money to be held in escrow. Two years after he returns to full-time employment status, such sums shall be returned to the full-time faculty member, or, if he shall die before the end of such period, the sums shall be paid to his estate. If he voluntarily terminates his employment before said two-year period, such sums shall revert to Rider College.

g. If a full-time faculty member dies, while in service, and at his death, shall have served Rider College as a full-time faculty member for a period of less than five years, tuition shall continue to be paid for a period of one year from the date of his death, provided that at the time of death, the child shall have been currently enrolled or accepted for full-time enrollment at any accredited college or university or equivalent institution.

h. If a full-time faculty member dies, while in service, and at his death, shall have served Rider College as a full-time faculty member for a period of at least five years, tuition shall continue to be paid until the student shall have completed four academic years of full-time undergraduate study, provided that at the time of death, the child shall have been currently enrolled or accepted for full-time enrollment at any accredited college or university or equivalent institution.

i. Rider College shall pay tuition for each child of a secretarial, clerical, maintenance, or custodial employee who has completed three successive years of employment at Rider College, currently enrolled as a full-time undergraduate student in any accredited

college or university within the United States or elsewhere, up to 40% of the amount of tuition and fees Rider College charges its undergraduate students for a full academic year. Payments will be made on the same basis and in an equivalent manner as provided in paragraphs a. through g. above.

2. Attendance at Rider College

- a. A full-time faculty member, as defined in section 1-b above, or a full-time employee of Rider College who has completed one full year of continuous employment at the college, and certain members of his household, may attend Rider College—including day, evening, summer, and interim sessions—as full-time or part-time undergraduate students, completely exempt from the payment of tuition, but shall be charged all fees, including laboratory, books, and supplies.
- b. A full-time faculty member, as defined in section 1-b above, or a full-time employee of Rider College, who has completed one full year of continuous employment at the college, and certain members of his household, may attend Rider College as full-time or part-time graduate students exempt from the payment of one-half of the tuition charge, but shall be charged all fees, including laboratory, books, and supplies.
- c. As used in the above paragraphs, "certain members of his household" means spouse, widow, widower, son (natural or adopted), step-son, daughter (natural or adopted), or step-daughter, who reside at the domicile of the full-time faculty member, or the full-time employee of Rider College, or resided there at his death, or a "child" as defined in section 1-b. In the case of a step-child or an adopted child, the full-time faculty member or the full-time employee must have assumed parental responsibility before the child's thirteenth birthday.
- d. Except in unusual circumstances, cleared through the Vice President for Academic Affairs, a faculty member who holds an academic appointment as Assistant Professor, Associate Professor, or Professor, is not expected to take Rider College graduate or undergraduate courses for credit.
- e. Exemption from tuition at Rider College ceases upon termination of employment of the full-time faculty member or the full-time employee at Rider College, except in cases of retirement, leave of absence, or death.
- f. Exemption from tuition at Rider College shall continue during the retirement of a full-time faculty member or a full-time employee.
- g. Exemption from tuition at Rider College shall continue while the full-time faculty member is on a leave of absence (sabbatical, sick, or for other purposes), provided that Rider College may require that before it grants any such tuition exemption, the full-time faculty member deposit with it, a sum of money equivalent to the tuition that would normally be charged, to be held in escrow. Two years after he returns to full-time employment status, such sums shall be returned to the full-time faculty member, or, if he shall die before the end of such period, the sums shall be paid to his estate. If he voluntarily terminates his employment before said two-year period, such sums shall revert to Rider College.
- h. If a full-time faculty member dies, while in service, and at his death shall have served Rider College as a full-time faculty member for a period of less than five years, and certain members of his household as defined in section 2-c above, are currently enrolled or have been accepted for enrollment as full-time or part-time undergraduate students at Rider College, or as full-time or part-time graduate students at Rider College, the exemption from tuition shall continue for a period of one year from the date of his death.
- i. If a full-time faculty member dies, while in service, and at his death, shall have served Rider College as a full-time faculty member for a period of at least five years, the exemption from tuition at Rider College for certain members of his household as defined in section 2-c above, shall continue for a period of five years from the date of his death.

j. If a full-time faculty member dies, while in service, and at his death, shall have served Rider College as a full-time faculty member for a period of at least five years, any of his children, as defined in section 1-b above, if they attend Rider College, shall be exempt from tuition for undergraduate courses only.

k. If a full-time employee of Rider College dies, while in service, and certain members of his household as defined in section 2-c above, are currently enrolled or have been accepted for enrollment as full-time or part-time undergraduate students at Rider College, or full-time or part-time graduate students at Rider College, the exemption from tuition shall continue for a period of one year from the date of his death.

3. Resolution of disagreements

a. In the event of a disagreement between an applicant for benefits which are provided for in this Article and Rider College, the applicant shall be granted a hearing before an ad hoc committee of five persons.

b. The ad hoc committee shall be composed of the Vice President for Business and Finance, as chairman, but without the right to vote, two members of the administration appointed by the President, and two faculty members appointed by the Executive Committee of the Faculty Senate or equivalent faculty organization.

c. The ad hoc committee shall examine all the evidence in the case and render its decision which shall be binding on the applicant and on Rider College.

d. In the event the committee is unable to reach a decision, the decision shall be made by the President of Rider College.

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